

CITY OF NEWTON
PURCHASING DEPARTMENT

CONTRACT FOR PARKS & RECREATION
(M.G.L. Ch. 30, Sec. 39m)

PROJECT MANUAL:
ANNUAL - TREE MAINTENANCE SERVICES
Category A & B
INVITATION FOR BID #09-76

APRIL 2009

David B. Cohen, Mayor

CITY OF NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT
purchasing@newtonma.gov
Fax (617) 796-1227

April 27, 2009

ADDENDUM #3
INVITATION FOR BID #09-76

Annual - Tree Maintenance Services

THIS ADDENDUM IS TO: **1. REVISE Prevailing Wage Rates information**
2. REVISE Article 18.5 for Category A
3. Change the Bid Opening date:

1. The Division of Occupational Safety has clarified which wages belong to which Category of work for this IFB as:

Please note: In response to your request for Prevailing Wage Rates, DOS has included two separate schedules to allow for proper classification and payment of employees in compliance with the Prevailing Wage Law: * The Wage schedule labeled **"Rate Sheet: 27-F"** (see the bottom line of the schedule) includes the classifications "TREE TRIMMER" and "TREE TRIMMER GROUNDMAN"- these classifications apply only to the trimming of branches on and around utility lines. * The Wage schedule labeled **"Rate Sheet: Newton"** (see the bottom line of the schedule) includes the classification "LABORER: TREE REMOVER"- this classification applies to the wholesale removal of **standing trees including all associated trimming of branches** and limbs, and applies to the removal of branches at locations not on or around utility lines.

2. Paragraph 18. Crew Definitions and Requirements, subparagraph 18.5 for Category A has been revised as follows:

18.5 Aerial Bucket Truck Forestry Style Crew – Crew of workers who are assigned to be in Newton as requested by the City. They must consist of one Crew Leader and one Groundperson. This crew shall be equipped with an ~~Insulated Aerial Bucket Truck Crew~~ **Aerial Bucket Truck Forestry Style** with chipper that meets the requirements of this contract and must be owned by the Contractor. This crew shall be equipped with chainsaws, pole saws, hand saw, hand loppers, gas pole saws, gas blowers, hand brooms, rakes, shovels, rigging equipment and other equipment commonly utilized in tree removal and other tree maintenance activities. Work performed by this crew will be compensated at the applicable hourly rate as outlined in this document.

3. The Bid Opening date has changed to: Friday, May 1, 2009 at 9:00 a.m.

All other terms and conditions of this bid remain unchanged

PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM

Thank you.
Re Cappoli
Chief Procurement Officer

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

purchasing@newtonma.gov

Fax (617) 796-1227

April 22, 2009

ADDENDUM #2

INVITATION FOR BID #09-76

Annual - Tree Maintenance Services

THIS ADDENDUM IS TO: **Change the Bid Opening date:**

**The Bid Opening date has changed to:
next Tuesday, April 28, 2009 at 9:00 a.m.**

New Information regarding the Prevailing Wages shall be forthcoming.

All other terms and conditions of this bid remain unchanged

PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM

Thank you.
Re Cappoli

Chief Procurement Officer

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

purchasing@newtonma.gov

Fax (617) 796-1227

April 21, 2009

ADDENDUM #1

INVITATION FOR BID #09-76

Tree Maintenance Services

THIS ADDENDUM IS TO: **Provide answers to the following question as well as information that was discussed in the Pre-Bid meeting held at City Hall, April 16th at 9:00 a.m.**

Q1. In the Prevailing Wage Rates Tree Trimmers rate is for Utility Tree Trimmer only. Does a regular Tree Trimmer need to be paid Prevailing Wage Rates? If so, which rates belong to which Category of work?

A1. Yes, all tree trimmers get paid prevailing wages.

CATEGORY A - Tree Removal = Laborer for Tree Removal.

CATEGORY B - Tree Pruning/Emergency Svc. =Tree Trimmer & Tree Trimmer Groundsman

Q2. Will both crews be running at the same time?

A2. If the City has the need, both crews could be working at the same time in the same area.

Q3. The contracts currently on hand, are you looking for the City of Newton Contract or all Contracts for our entire company?

A3. All contracts for entire company

Q4. What is the annual budget?

A4. \$230,000 is the proposed FY2010 budget.

Q5. Who determines what equipment is needed to complete the work, the city or the company that is awarded the bid?

A5.The City determines the equipment needed when it is being paid for on an hourly rate. For removals paid for based on unit price the Contractor may determine the equipment, but the equipment must meet the specifications of the contract.

Q6. Is the work given out by lists or 1 job at a time?

A6. Most work is provided on a list the morning of when the work is scheduled, however during hourly work the City may direct the crews 1 job at a time.

Q7. How much work is given at once?

A7. For hourly work the quantity is what the Contract Supervisor determines is a days work or is the priorities. For unit priced tree removal the Contract Supervisor will provide what it feels is a days worth of work and the locations will be listed in order of priority.

Q8. What is the time frame for work to be completed?

A8. Crews assigned routine hourly work are expected to complete their daily assigned work in an 8 hour period. The City recognizes that this is not always possible therefore routine hourly work not completed in the 8 hour time frame will be scheduled to take place in the next regularly scheduled work day.

Time frame for unit price tree removal work is determined by the contractor. The contractor must adhere to local and state regulation in regard to work hours.

Q9. Is any of the work eligible to be done in the winter?

A9. The City determines the work schedule based on funding and demand. Some routine work will be scheduled during the winter, however most work is scheduled during Spring, Summer, and Fall.

Q10. Does the city have a dump site for materials even if temporary?

A10. At this time there is no dump site, permanent or temporary available for day to day work. During storm emergencies or other emergencies the City will provide a temporary dump site that must be cleaned out as soon as possible following the emergency at the Contractor's expense.

Q11. Does the city have a site for temporary equipment storage?

A11. The City will only provide parking for vehicles under category B as outlined in the contract documents. This is parking for the Forestry Style Aerial Bucket Truck and Log loader only. No additional storage or parking is available.

INFORMATIONAL

When a Contractor 's crew has to leave the work site, i.e. for dumping or fueling, they will be off the clock and the City will not pay for that time.

If stumps can not be removed within the required 2 days due to extenuating circumstances they must immediately notify the designee of the Commissioner of Parks & Recreation dept. and request an extension of time to avoid Liquidated Damages.

All contractors are required to read the detailed Scope of Work. No additional charges shall be incurred by the City for failure by the contractor to ensure they are familiar with all of the tasks under each Category of work.

All other terms and conditions of this bid remain unchanged

PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM

Thank you.

Re Cappoli

Chief Procurement Officer

CITY OF NEWTON

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FY-07 CITY WIDE TREE PRUNING CATEGORY A & B

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**CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID # 09-76**

The City of Newton invites sealed bids from Contractors for

**ANNUAL - TREE MAINTENANCE SERVICES
(Category A&B)**

Pre-bid will be held on: 9:00 a.m., April 16, 2009

Bids will be received until: 9:00 a.m., April 23, 2009

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

The work of this contract includes: the labor, materials, and equipment required for **CATEGORY - A Tree Removal Services and CATEGORY - B Tree Pruning, Tree Maintenance and Tree Emergency Services** throughout the City as directed by the Commissioner of Parks & Recreation designee in his/her capacity as Tree Warden.

Bidders must bid on all line items per Category. The City will award one contract to the lowest responsible and eligible bidder for each category. Any bidder not bidding all line items per category may be deemed unresponsive.

The term of this contract will extend from **July 1, 2009 - June 30, 2010**. The City, at its sole discretion, shall have the option to extend for two (2) additional one (1) year terms with no change to the contract prices listed here and terms and conditions. It is further understood that in the event the term of this contract extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

Contract Documents will be available on line at www.ci.newton.ma.us/bids or for pickup at the Purchasing Department after 10:00 a.m., April 9, 2009. There will be no charge for contract documents. All bids must be accompanied by a bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates. **All bids shall be submitted as one ORIGINAL and one COPY.**

All bids are subject to the provisions of M.G.L. Chapter 30, Section 39M. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a Performance Bond and also a Labor and Materials Payment Bond each in the amount of 50% of the contract total.

Bidders attention is directed to the requirements of the City of Newton Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, which is hereby incorporated into the Contract Documents.

Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Dept. (617) 796-1227 or email to purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX **AND INVITATION FOR BID NUMBER.**

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws.. Any award made shall be subject to appropriation of funds prior to execution of contract.

The City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids, if it be in the public interest to do so.

CITY OF NEWTON

Re Cappoli
Chief Procurement Officer

April 9, 2009

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
 2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will answer such requests if received seven (7) calendar days before the date for receipt of the bids.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be faxed or mailed First Class postage by the USPS, to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.ci.newton.ma.us/bids.
- 2.6 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at purchasing@newtonma.gov or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Dept. with their company's name, street address, city, state, zip, phone, fax and **INVITATION FOR BID NUMBER# 09-76**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 By bidding on this project each Bidder certifies its intent to comply with the City of Newton Minority/Women Business Enterprise Plan dated December 1999 to further expand business opportunities for minority firms. A copy of this plan is incorporated in the Project Manual.
- 3.2 Bidders are advised that the City of Newton Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is applicable to all construction contracts in excess of \$50,000.00. A copy of this program is incorporated in the Project Manual. A Contractor's Certification form must be signed by all successful low bidders prior as a condition of contract award. No contract shall be executed or valid unless the contractor has executed and submitted the Contractor's Certification. (see Attachment B to the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program.)
- 3.3 The awarded bidder shall, prior to the award of any sub-contract, obtain from each of its sub-contractors the Sub-Contractors Certification certifying the Sub-Contractor shall comply with the minority manpower ratio and specific affirmative action steps described in the Supplemental Equal Employment Opportunity Anti-Discrimination and

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.
- Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.
- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- * GENERAL BID FOR:
 - * NAME OF PROJECT AND **INVITATION NUMBER**
 - * **BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER**
- 4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.
- 4.8 Bids shall be submitted with one original and one copy.
- 4.9 The use of a company or brand name, except with software, in the specifications is intended solely for the purpose of describing a standard of quality, functional features and performance standards required and is not intended to limit or restrict competition. The bidder offering a product which they deem equal to the brand and model specified in the solicitation provided that the brand name specified is not followed by the words "no substitutions", **shall indicate so on the bid form and Minimum Requirements – Exception form** and submit with their bid the manufacturers specifications/descriptive literature for the product they are offering. **Failure to submit manufacturers specifications/descriptive literature with bids may be cause for bid rejection.**
- "Equality" - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, at time of bid, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.
- 4.10 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which will become effective July 1, 2006.

1. This requirement will apply to any general bid or sub bid submitted on or after July 1, 2006 and to any contract awarded on or after July 1, 2006.
2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this new Massachusetts Law will disqualify you from bidding on public contracts.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids shall be withdrawn for sixty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City of Newton will award the contract to the lowest eligible and responsible Bidder within sixty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.
- 7.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.4 It is the purpose of the City not to award this contract to any bidder who does not furnish evidence satisfactory to the Chief Procurement Officer that he has the ability and experience in this class of work and that he has sufficient capital and plant to enable him to prosecute the same successfully and to complete it within the specified time and that he will complete it in accordance with the terms thereof.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

END OF SECTION

CITY OF NEWTON
PURCHASING DEPARTMENT
BID FORM #09-76

- A. The undersigned proposes to furnish all labor, materials, tools, equipment, transportation and supervision required to perform all work in accordance with the Project Manual prepared by the City of Newton entitled:

**FY-10 CITY WIDE TREE PRUNING
CATEGORY A & B**

- B. This bid includes addenda number(s) _____, _____, _____, _____,

- C. The proposed contract price is as follows (*totals must be taken from the totals of the attached Bid Item Sheets*):

Description of Services	Fiscal Year 2010	Fiscal Year 2011	Fiscal Year 2012
Category A - Tree Removal	\$	\$	\$
Category B - Tree Pruning, Maintenance, and Emergency Services	\$	\$	\$

COMPANY_____

- D. The undersigned has completed and submits herewith the following documents:

- ☐ 5% Bid Surety
- ☐ Bidder's Qualification Form and References;
- ☐ Bid Form (2 pages)
- ☐ Bid Item Sheets (9 pages)

- E. The undersigned agrees that, if s/he is selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 30, s 39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration ("OSHA") that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a

course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of General Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone / Fax)

(E-mail Address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a/ give full legal identity. Attach additional pages as necessary

END OF SECTION

ITEM SHEET - 1
CATEGORY A - TREE REMOVAL - FY-10 (July 1, 2009 - June 30, 2010)

Contractors must provide a price for each line item within the Category they are bidding for each of the three years. Any bidder that does not complete the Item Sheets may be deemed unresponsive.

Item	Estimated Quantity	Unit Price	Total price
1. Tree Removal including Stump 0"-3" per tree	5	\$_____	\$_____
2. Tree Removal including Stump 4"-6" per tree	10	\$_____	\$_____
3. Tree Removal including Stump 7"-9" per tree	10	\$_____	\$_____
4. Tree Removal including Stump 10"-12" per tree	60	\$_____	\$_____
5. Tree Removal including Stump 13"-15" per tree	100	\$_____	\$_____
6. Tree Removal including Stump 16"-18" per tree	100	\$_____	\$_____
7. Tree Removal including Stump 19"-21" per tree	70	\$_____	\$_____
8. Tree Removal including Stump 22"-24" per tree	35	\$_____	\$_____
9. Tree Removal including Stump 25"-27" per tree	30	\$_____	\$_____
10. Tree Removal including Stump 28"-30" per tree	5	\$_____	\$_____
11. Tree Removal including Stump 31"-33" per tree	5	\$_____	\$_____
12. Tree Removal including Stump 34"-36" per tree	5	\$_____	\$_____
13. Tree Removal including Stump 37"-39" per tree	5	\$_____	\$_____
14. Tree Removal including Stump 40"-42" per tree	1	\$_____	\$_____
15. Tree Removal including Stump 43"-45" per tree	1	\$_____	\$_____
16. Tree Removal including Stump 46"-48" per tree	1	\$_____	\$_____
17. Tree Removal including Stump 49"-51" per tree	1	\$_____	\$_____
18. Tree Removal including Stump 52"-54" per tree	1	\$_____	\$_____
19. Tree Removal including Stump 55"-57" per tree	1	\$_____	\$_____
20. Tree Removal including Stump over 57" per tree	1	\$_____	\$_____
21. Tree Removal not including Stump 0"-3" per tree	1	\$_____	\$_____
22. Tree Removal not including Stump 4"-6" per tree	1	\$_____	\$_____
23. Tree Removal not including Stump 7"-9" per tree	1	\$_____	\$_____
24. Tree Removal not including Stump 10"-12" per tree	1	\$_____	\$_____
25. Tree Removal not including Stump 13"-15" per tree	1	\$_____	\$_____
26. Tree Removal not including Stump 16"-18" per tree	1	\$_____	\$_____
27. Tree Removal not including Stump 19"-21" per tree	1	\$_____	\$_____
28. Tree Removal not including Stump 22"-24" per tree	1	\$_____	\$_____
29. Tree Removal not including Stump 25"-27" per tree	1	\$_____	\$_____
30. Tree Removal not including Stump 28"-30" per tree	1	\$_____	\$_____
31. Tree Removal not including Stump 31"-33" per tree	1	\$_____	\$_____
32. Tree Removal not including Stump 34"-36" per tree	1	\$_____	\$_____
33. Tree Removal not including Stump 37"-39" per tree	1	\$_____	\$_____
34. Tree Removal not including Stump 40"-42" per tree	1	\$_____	\$_____
35. Tree Removal not including Stump 43"-45" per tree	1	\$_____	\$_____

36.	Tree Removal not including Stump 46"-48" per tree	1	\$_____	\$_____
37.	Tree Removal not including Stump 49"-51" per tree	1	\$_____	\$_____
38.	Tree Removal not including Stump 52"-54" per tree	1	\$_____	\$_____
39.	Tree Removal not including Stump 55"-57" per tree	1	\$_____	\$_____
40.	Tree Removal not including Stump over 57" per tree	1	\$_____	\$_____
41.	Aerial Bucket Truck Crew - Standard Rate Per hour	1	\$_____	\$_____
42.	Aerial Bucket Truck Crew - Overtime Rate Per hour	1	\$_____	\$_____
43.	Aerial Bucket Truck Forestry Style Crew Standard Rate Per hour	4	\$_____	\$_____
44.	Aerial Bucket Truck Forestry Style Crew Overtime Rate Per hour	4	\$_____	\$_____
45.	Aerial Bucket Truck with Elevator Crew Standard Rate Per hour	4	\$_____	\$_____
46.	Aerial Bucket Truck with Elevator Crew Overtime Rate Per hour	4	\$_____	\$_____
47.	Log Loader Crew Standard Rate Per hour	4	\$_____	\$_____
48.	Log Loader Crew Overtime Rate Per hour	4	\$_____	\$_____
49.	Large Capacity Chip Truck Crew Standard Rate Per hour	4	\$_____	\$_____
50.	Large Capacity Chip Truck Crew Overtime Rate Per hour	4	\$_____	\$_____
51.	Dump Truck Crew Standard Rate Per hour	4	\$_____	\$_____
52.	Dump Truck Crew Overtime Rate Per hour	4	\$_____	\$_____
53.	Stump Removal Crew Standard Rate Per hour	80	\$_____	\$_____
54.	Stump Removal Crew Overtime Rate Per hour	4	\$_____	\$_____
55.	Crane Crew Standard Rate Per hour	4	\$_____	\$_____
56.	Crane Crew Overtime Rate Per hour	4	\$_____	\$_____
57.	Skid Steer Loader Crew Standard Rate Per hour	4	\$_____	\$_____
58.	Skid Steer Loader Crew Overtime Rate Per hour	4	\$_____	\$_____
59.	Supplemental Crew Member Standard Rate Per hour	4	\$_____	\$_____
60.	Supplemental Crew Member Overtime Rate Per hour	4	\$_____	\$_____

GRAND TOTAL CATEGORY A - TREE REMOVAL
(Totals must be placed in paragraph C of the Bid Form)

\$_____

ITEM SHEET - 1**CATEGORY B - Tree Pruning, Maintenance, Emergency Services - FY-10 (July 1, 2009 - June 30, 2010)**

Contractors must provide a price for each line item within the Category they are bidding for each of the three years. Any bidder that does not complete the Item Sheets may be deemed unresponsive.

Item	Estimated Quantity	Unit Price	Total price
1. Primary Crew - Standard Rate Per hour	640	\$_____	\$_____
2. Primary Crew - Overtime Rate Per hour	50	\$_____	\$_____
3. Primary Crew with Log Loader - Standard Rate Per hour	8	\$_____	\$_____
4. Primary Crew with Log Loader - Overtime Rate Per hour	16	\$_____	\$_____
5. Secondary Crew - Standard Rate	40	\$_____	\$_____
6. Secondary Crew - Overtime Rate	40	\$_____	\$_____
7. Bucket Truck Crew - Standard Rate	4	\$_____	\$_____
8. Bucket Truck Crew - Overtime Rate	4	\$_____	\$_____
9. Log Loader Crew - Standard Rate Per hour	4	\$_____	\$_____
10. Log Loader Crew - Overtime Rate Per hour	4	\$_____	\$_____
11. Chip Truck Crew - Standard Rate Per hour	4	\$_____	\$_____
12. Chip Truck Crew - Overtime Rate Per hour	4	\$_____	\$_____
13. One-Ton Dump Truck Crew - Standard Rate Per hour	4	\$_____	\$_____
14. One-Ton Dump Truck Crew - Overtime Rate Per hour	4	\$_____	\$_____
15. Supplemental Crew Member - Standard Rate Per hour	4	\$_____	\$_____
16. Supplemental Crew Member - Overtime Rate Per hour	4	\$_____	\$_____
GRAND TOTAL CATEGORY B - Tree Pruning, Maint., Emergency Svcs. <i>(Totals must be placed in paragraph C of the Bid Form)</i>			\$_____

COMPANY_____

END OF FY-10 BID ITEM SHEETS

ITEM SHEET - 1
CATEGORY A - TREE REMOVAL - FY-11 (July 1, 2010 - June 30, 2011)

Contractors must provide a price for each line item within the Category they are bidding for each of the three years. Any bidder that does not complete the Item Sheets may be deemed unresponsive.

Item	Estimated Quantity	Unit Price	Total price
61. Tree Removal including Stump 0"-3" per tree	5	\$_____	\$_____
62. Tree Removal including Stump 4"-6" per tree	10	\$_____	\$_____
63. Tree Removal including Stump 7"-9" per tree	10	\$_____	\$_____
64. Tree Removal including Stump 10"-12" per tree	60	\$_____	\$_____
65. Tree Removal including Stump 13"-15" per tree	100	\$_____	\$_____
66. Tree Removal including Stump 16"-18" per tree	100	\$_____	\$_____
67. Tree Removal including Stump 19"-21" per tree	70	\$_____	\$_____
68. Tree Removal including Stump 22"-24" per tree	35	\$_____	\$_____
69. Tree Removal including Stump 25"-27" per tree	30	\$_____	\$_____
70. Tree Removal including Stump 28"-30" per tree	5	\$_____	\$_____
71. Tree Removal including Stump 31"-33" per tree	5	\$_____	\$_____
72. Tree Removal including Stump 34"-36" per tree	5	\$_____	\$_____
73. Tree Removal including Stump 37"-39" per tree	5	\$_____	\$_____
74. Tree Removal including Stump 40"-42" per tree	1	\$_____	\$_____
75. Tree Removal including Stump 43"-45" per tree	1	\$_____	\$_____
76. Tree Removal including Stump 46"-48" per tree	1	\$_____	\$_____
77. Tree Removal including Stump 49"-51" per tree	1	\$_____	\$_____
78. Tree Removal including Stump 52"-54" per tree	1	\$_____	\$_____
79. Tree Removal including Stump 55"-57" per tree	1	\$_____	\$_____
80. Tree Removal including Stump over 57" per tree	1	\$_____	\$_____
81. Tree Removal not including Stump 0"-3" per tree	1	\$_____	\$_____
82. Tree Removal not including Stump 4"-6" per tree	1	\$_____	\$_____
83. Tree Removal not including Stump 7"-9" per tree	1	\$_____	\$_____
84. Tree Removal not including Stump 10"-12" per tree	1	\$_____	\$_____
85. Tree Removal not including Stump 13"-15" per tree	1	\$_____	\$_____
86. Tree Removal not including Stump 16"-18" per tree	1	\$_____	\$_____
87. Tree Removal not including Stump 19"-21" per tree	1	\$_____	\$_____
88. Tree Removal not including Stump 22"-24" per tree	1	\$_____	\$_____
89. Tree Removal not including Stump 25"-27" per tree	1	\$_____	\$_____
90. Tree Removal not including Stump 28"-30" per tree	1	\$_____	\$_____
91. Tree Removal not including Stump 31"-33" per tree	1	\$_____	\$_____
92. Tree Removal not including Stump 34"-36" per tree	1	\$_____	\$_____
93. Tree Removal not including Stump 37"-39" per tree	1	\$_____	\$_____
94. Tree Removal not including Stump 40"-42" per tree	1	\$_____	\$_____
95. Tree Removal not including Stump 43"-45" per tree	1	\$_____	\$_____

96.	Tree Removal not including Stump 46"-48" per tree	1	\$_____	\$_____
97.	Tree Removal not including Stump 49"-51" per tree	1	\$_____	\$_____
98.	Tree Removal not including Stump 52"-54" per tree	1	\$_____	\$_____
99.	Tree Removal not including Stump 55"-57" per tree	1	\$_____	\$_____
100.	Tree Removal not including Stump over 57" per tree	1	\$_____	\$_____
101.	Aerial Bucket Truck Crew - Standard Rate Per hour	1	\$_____	\$_____
102.	Aerial Bucket Truck Crew - Overtime Rate Per hour	1	\$_____	\$_____
103.	Aerial Bucket Truck Forestry Style Crew Standard Rate Per hour	4	\$_____	\$_____
104.	Aerial Bucket Truck Forestry Style Crew Overtime Rate Per hour	4	\$_____	\$_____
105.	Aerial Bucket Truck with Elevator Crew Standard Rate Per hour	4	\$_____	\$_____
106.	Aerial Bucket Truck with Elevator Crew Overtime Rate Per hour	4	\$_____	\$_____
107.	Log Loader Crew Standard Rate Per hour	4	\$_____	\$_____
108.	Log Loader Crew Overtime Rate Per hour	4	\$_____	\$_____
109.	Large Capacity Chip Truck Crew Standard Rate Per hour	4	\$_____	\$_____
110.	Large Capacity Chip Truck Crew Overtime Rate Per hour	4	\$_____	\$_____
111.	Dump Truck Crew Standard Rate Per hour	4	\$_____	\$_____
112.	Dump Truck Crew Overtime Rate Per hour	4	\$_____	\$_____
113.	Stump Removal Crew Standard Rate Per hour	80	\$_____	\$_____
114.	Stump Removal Crew Overtime Rate Per hour	4	\$_____	\$_____
115.	Crane Crew Standard Rate Per hour	4	\$_____	\$_____
116.	Crane Crew Overtime Rate Per hour	4	\$_____	\$_____
117.	Skid Steer Loader Crew Standard Rate Per hour	4	\$_____	\$_____
118.	Skid Steer Loader Crew Overtime Rate Per hour	4	\$_____	\$_____
119.	Supplemental Crew Member Standard Rate Per hour	4	\$_____	\$_____
120.	Supplemental Crew Member Overtime Rate Per hour	4	\$_____	\$_____

GRAND TOTAL CATEGORY A - TREE REMOVAL
(Totals must be placed in paragraph C of the Bid Form)

\$_____

ITEM SHEET - 1**CATEGORY B - Tree Pruning, Maintenance, Emergency Services - FY-11 (July 1, 2010 - June 30, 2011)**

Contractors must provide a price for each line item within the Category they are bidding for each of the three years. Any bidder that does not complete the Item Sheets may be deemed unresponsive.

Item	Estimated Quantity	Unit Price	Total price
17. Primary Crew - Standard Rate Per hour	640	\$_____	\$_____
18. Primary Crew - Overtime Rate Per hour	50	\$_____	\$_____
19. Primary Crew with Log Loader - Standard Rate Per hour	8	\$_____	\$_____
20. Primary Crew with Log Loader - Overtime Rate Per hour	16	\$_____	\$_____
21. Secondary Crew - Standard Rate	40	\$_____	\$_____
22. Secondary Crew - Overtime Rate	40	\$_____	\$_____
23. Bucket Truck Crew - Standard Rate	4	\$_____	\$_____
24. Bucket Truck Crew - Overtime Rate	4	\$_____	\$_____
25. Log Loader Crew - Standard Rate Per hour	4	\$_____	\$_____
26. Log Loader Crew - Overtime Rate Per hour	4	\$_____	\$_____
27. Chip Truck Crew - Standard Rate Per hour	4	\$_____	\$_____
28. Chip Truck Crew - Overtime Rate Per hour	4	\$_____	\$_____
29. One-Ton Dump Truck Crew - Standard Rate Per hour	4	\$_____	\$_____
30. One-Ton Dump Truck Crew - Overtime Rate Per hour	4	\$_____	\$_____
31. Supplemental Crew Member - Standard Rate Per hour	4	\$_____	\$_____
32. Supplemental Crew Member - Overtime Rate Per hour	4	\$_____	\$_____
GRAND TOTAL CATEGORY B - Tree Pruning, Maint., Emergency Svcs.			\$_____
<i>(Totals must be placed in paragraph C of the Bid Form)</i>			

COMPANY_____

END OF FY-11 BID ITEM SHEETS

ITEM SHEET - 1
CATEGORY A - TREE REMOVAL - FY-12 (July 1, 2011 - June 30, 2012)

Contractors must provide a price for each line item within the Category they are bidding for each of the three years. Any bidder that does not complete the Item Sheets may be deemed unresponsive.

Item	Estimated Quantity	Unit Price	Total price
121. Tree Removal including Stump 0"-3" per tree	5	\$_____	\$_____
122. Tree Removal including Stump 4"-6" per tree	10	\$_____	\$_____
123. Tree Removal including Stump 7"-9" per tree	10	\$_____	\$_____
124. Tree Removal including Stump 10"-12" per tree	60	\$_____	\$_____
125. Tree Removal including Stump 13"-15" per tree	100	\$_____	\$_____
126. Tree Removal including Stump 16"-18" per tree	100	\$_____	\$_____
127. Tree Removal including Stump 19"-21" per tree	70	\$_____	\$_____
128. Tree Removal including Stump 22"-24" per tree	35	\$_____	\$_____
129. Tree Removal including Stump 25"-27" per tree	30	\$_____	\$_____
130. Tree Removal including Stump 28"-30" per tree	5	\$_____	\$_____
131. Tree Removal including Stump 31"-33" per tree	5	\$_____	\$_____
132. Tree Removal including Stump 34"-36" per tree	5	\$_____	\$_____
133. Tree Removal including Stump 37"-39" per tree	5	\$_____	\$_____
134. Tree Removal including Stump 40"-42" per tree	1	\$_____	\$_____
135. Tree Removal including Stump 43"-45" per tree	1	\$_____	\$_____
136. Tree Removal including Stump 46"-48" per tree	1	\$_____	\$_____
137. Tree Removal including Stump 49"-51" per tree	1	\$_____	\$_____
138. Tree Removal including Stump 52"-54" per tree	1	\$_____	\$_____
139. Tree Removal including Stump 55"-57" per tree	1	\$_____	\$_____
140. Tree Removal including Stump over 57" per tree	1	\$_____	\$_____
141. Tree Removal not including Stump 0"-3" per tree	1	\$_____	\$_____
142. Tree Removal not including Stump 4"-6" per tree	1	\$_____	\$_____
143. Tree Removal not including Stump 7"-9" per tree	1	\$_____	\$_____
144. Tree Removal not including Stump 10"-12" per tree	1	\$_____	\$_____
145. Tree Removal not including Stump 13"-15" per tree	1	\$_____	\$_____
146. Tree Removal not including Stump 16"-18" per tree	1	\$_____	\$_____
147. Tree Removal not including Stump 19"-21" per tree	1	\$_____	\$_____
148. Tree Removal not including Stump 22"-24" per tree	1	\$_____	\$_____
149. Tree Removal not including Stump 25"-27" per tree	1	\$_____	\$_____
150. Tree Removal not including Stump 28"-30" per tree	1	\$_____	\$_____
151. Tree Removal not including Stump 31"-33" per tree	1	\$_____	\$_____
152. Tree Removal not including Stump 34"-36" per tree	1	\$_____	\$_____
153. Tree Removal not including Stump 37"-39" per tree	1	\$_____	\$_____
154. Tree Removal not including Stump 40"-42" per tree	1	\$_____	\$_____
155. Tree Removal not including Stump 43"-45" per tree	1	\$_____	\$_____

156.	Tree Removal not including Stump 46"-48" per tree	1	\$_____	\$_____
157.	Tree Removal not including Stump 49"-51" per tree	1	\$_____	\$_____
158.	Tree Removal not including Stump 52"-54" per tree	1	\$_____	\$_____
159.	Tree Removal not including Stump 55"-57" per tree	1	\$_____	\$_____
160.	Tree Removal not including Stump over 57" per tree	1	\$_____	\$_____
161.	Aerial Bucket Truck Crew - Standard Rate Per hour	1	\$_____	\$_____
162.	Aerial Bucket Truck Crew - Overtime Rate Per hour	1	\$_____	\$_____
163.	Aerial Bucket Truck Forestry Style Crew Standard Rate Per hour	4	\$_____	\$_____
164.	Aerial Bucket Truck Forestry Style Crew Overtime Rate Per hour	4	\$_____	\$_____
165.	Aerial Bucket Truck with Elevator Crew Standard Rate Per hour	4	\$_____	\$_____
166.	Aerial Bucket Truck with Elevator Crew Overtime Rate Per hour	4	\$_____	\$_____
167.	Log Loader Crew Standard Rate Per hour	4	\$_____	\$_____
168.	Log Loader Crew Overtime Rate Per hour	4	\$_____	\$_____
169.	Large Capacity Chip Truck Crew Standard Rate Per hour	4	\$_____	\$_____
170.	Large Capacity Chip Truck Crew Overtime Rate Per hour	4	\$_____	\$_____
171.	Dump Truck Crew Standard Rate Per hour	4	\$_____	\$_____
172.	Dump Truck Crew Overtime Rate Per hour	4	\$_____	\$_____
173.	Stump Removal Crew Standard Rate Per hour	80	\$_____	\$_____
174.	Stump Removal Crew Overtime Rate Per hour	4	\$_____	\$_____
175.	Crane Crew Standard Rate Per hour	4	\$_____	\$_____
176.	Crane Crew Overtime Rate Per hour	4	\$_____	\$_____
177.	Skid Steer Loader Crew Standard Rate Per hour	4	\$_____	\$_____
178.	Skid Steer Loader Crew Overtime Rate Per hour	4	\$_____	\$_____
179.	Supplemental Crew Member Standard Rate Per hour	4	\$_____	\$_____
180.	Supplemental Crew Member Overtime Rate Per hour	4	\$_____	\$_____

GRAND TOTAL CATEGORY A - TREE REMOVAL
(Totals must be placed in paragraph C of the Bid Form)

\$_____

ITEM SHEET - 1**CATEGORY B - Tree Pruning, Maintenance, Emergency Services - FY-12 (July 1, 2011 - June 30, 2012)**

Contractors must provide a price for each line item within the Category they are bidding for each of the three years. Any bidder that does not complete the Item Sheets may be deemed unresponsive.

Item	Estimated Quantity	Unit Price	Total price
33. Primary Crew - Standard Rate Per hour	640	\$_____	\$_____
34. Primary Crew - Overtime Rate Per hour	50	\$_____	\$_____
35. Primary Crew with Log Loader - Standard Rate Per hour	8	\$_____	\$_____
36. Primary Crew with Log Loader - Overtime Rate Per hour	16	\$_____	\$_____
37. Secondary Crew - Standard Rate	40	\$_____	\$_____
38. Secondary Crew - Overtime Rate	40	\$_____	\$_____
39. Bucket Truck Crew - Standard Rate	4	\$_____	\$_____
40. Bucket Truck Crew - Overtime Rate	4	\$_____	\$_____
41. Log Loader Crew - Standard Rate Per hour	4	\$_____	\$_____
42. Log Loader Crew - Overtime Rate Per hour	4	\$_____	\$_____
43. Chip Truck Crew - Standard Rate Per hour	4	\$_____	\$_____
44. Chip Truck Crew - Overtime Rate Per hour	4	\$_____	\$_____
45. One-Ton Dump Truck Crew - Standard Rate Per hour	4	\$_____	\$_____
46. One-Ton Dump Truck Crew - Overtime Rate Per hour	4	\$_____	\$_____
47. Supplemental Crew Member - Standard Rate Per hour	4	\$_____	\$_____
48. Supplemental Crew Member - Overtime Rate Per hour	4	\$_____	\$_____

GRAND TOTAL CATEGORY B - Tree Pruning, Maint., Emergency Svcs.
(Totals must be placed in paragraph C of the Bid Form)

\$_____

COMPANY_____

END OF FY-12 BID ITEM SHEETS

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ☐ YES ☐ NO DATE AND STATE OF INCORPORATION: _____
- * 4. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 5. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
☐ YES ☐ NO
IF YES, WHERE AND WHY?

- * 6. HAVE YOU EVER DEFAULTED ON A CONTRACT? ☐ YES ☐ NO
IF YES, PROVIDE DETAILS.

- * 7. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 8. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHOULD BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? ☐ YES ☐ NO

TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? __YES __ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? __YES __ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? __YES __ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

9. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

None of the following forms are required at the time of bid submittal.

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C-

THIS AGREEMENT made this ____day of ____ in the year Two Thousand Nine by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

ANNUAL - TREE MAINTENANCE SERVICES - Category A & B

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #09-76 issued by the Purchasing Department;
- c. The Project Manual for Annual – Tree Maintenance Services Category A & B, including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s) _____;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.
- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.
- IV. CONTRACT TERM.** The term of this contract shall extend from **July 1, 2009 - June 30, 2010**. The City, at its sole discretion, shall have the option to extends for two (2) additional one (1) year terms with no change to the contract prices listed here and terms and conditions. It is further understood that in the event the term of this contract extends beyond

June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

- V. **AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by the City of Newton Parks and Recreation Department specifying the work to be performed. The Contractor will be paid for work performed in accordance with the provisions contained in the Project Manual and applicable state law. **It is understood that payments under this contract shall not exceed the total contract price, unless the contract amount is increased by an authorized change order executed by the parties.**
- VI. **RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VII. **WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- VIII. **PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- IX. **ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- X. **TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XI. **GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XII. **SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XIII. **AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

By _____
Title _____
Date _____

Affix Corporate Seal Here

City funds in the amount of \$ _____
are available in account number
13D6026B-52409

I further certify that the Mayor is
authorized to execute contracts and
approve change orders

By _____
Comptroller of Accounts

Date _____

CITY OF NEWTON

By _____
Chief Procurement Officer

Date _____

By _____
Commissioner of Parks & Recreation

Date _____

Approved as to Legal Form and
Character

By _____
Associate City Solicitor

Date _____

CONTRACT AND BONDS APPROVED

By _____
David B. Cohen, *Mayor*

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE
SEAL HERE*
(Signature of **Clerk or Secretary**)*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

Signature of Individual * Contractor's Social Security Number
or Corporate Contractor (Mandatory) (Voluntary) or Federal Identification Number

By: _____ Date: _____
Corporate Officer
(Mandatory, if applicable)

* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

CITY OF NEWTON, MASSACHUSETTS

PERFORMANCE BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of _____ dollars (\$_____) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____, 20____, for the construction of _____ in Newton, Massachusetts.
(Project Title)

Now, the condition of this obligation is such that if the PRINCIPAL and all Sub-contractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the SURETY, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force, virtue and effect.

In the event, that the contract is abandoned by the PRINCIPAL, or in the event that the Obligee terminates the employment of the PRINCIPAL or the authority of the PRINCIPAL to continue the work said SURETY hereby further agrees that said SURETY shall, if requested in writing by the Obligee, take such action as is necessary to complete said contract.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this _____ day of _____, 20____.

PRINCIPAL

SURETY

BY _____
(SEAL)

BY _____
(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

CITY OF NEWTON, MASSACHUSETTS

PAYMENT BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of _____ dollars (\$ _____) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____, 20____, for the construction of _____ in Newton, Massachusetts.
(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this _____ day of _____, 20____.

PRINCIPAL

SURETY

BY _____
(SEAL)

BY _____
(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

GENERAL CONDITIONS OF THE CONTRACT FOR NON-TECHNICAL SERVICES

The City of Newton, herein referred to as the City, does hereby establish the following General Conditions, applicable to this Invitation for Bids and any subsequent purchase order, work order, or contract resulting therefrom.

1.0 SCOPE OF SERVICES

- 1.1 The Contractor agrees to furnish all labor, materials, equipment and insurance necessary to perform and fully complete, in every respect, within the time frame herein specified, all work (hereinafter referred as the Services) described in the Project Manual.
- 1.2 The Contractor shall not make any changes in the scope of Services without the prior written consent of the City. The Contractor shall make reasonable revisions or corrections, within the scope of Services, to any work performed until submitted in a form acceptable to the City.
- 1.3 The City reserves the right to alter, add to or reduce the Services by delivering to the Contractor written notice specifying the nature and extent of such alteration, addition or reduction. Such notice shall be effective upon the later of actual receipt by the Contractor or upon the date given in such notice. No addition to the Services shall be made unless the City and the Contractor have agreed to such increase in writing.

2.0 CONTRACT TERM

- 2.1 The obligations of the Contractor identified herein shall commence upon execution of the City-Contractor Contract and shall continue in full force and effect for the duration of the contract term as identified in the Project Manual. The contractor shall commence the performance of services under this contract promptly upon receipt of the City's Notice to Proceed in accordance with the provisions identified in the Project Manual.
- 2.2 In the event the term of this contract exceeds a period of one year and notwithstanding any provision to the contrary herein, the City shall cancel this contract in the event that funds are not appropriated or otherwise made available to support continuation of performance by the Contractor in any fiscal year succeeding the first year.

3.0 EXECUTION

- 3.1 All work required hereunder shall be performed as promptly as possible, and in any event within the time herein set forth, and such work shall be subject to approval and acceptance by the City, but such approval and acceptance shall not relieve the Contractor from the obligation to correct any incomplete, inaccurate or defective work, all of which shall be promptly remedied by the Contractor on demand, without cost to the City. The Contractor shall obtain all the required licenses and permits for the work herein described.
- 3.2 The Contractor shall conform to all determinations and directions of the City concerning the Contractor's delivery of services in the event of inclement weather, equipment failure, picket lines on City property, or labor strikes by the contractor's employees.

4.0 COMPENSATION

- 4.1 The City shall pay the Contractor for services rendered under this contract in accordance with the amount(s) set forth in the Contractor's General Bid Form and pursuant to the provisions contained in the Project Manual.
- 4.2 Notwithstanding anything to the contrary contained in the Contract, the City may withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under this Contract including, without limitation, any failure to perform Services in full accordance with the amount sufficient in the reasonable opinion of the City to cure any such default or failure of performance by the Contractor.
- 4.3 In no event shall the City be required to pay any amounts for work deemed by it to be unacceptable, or which are otherwise disputed. In the event the City disputes any such amounts invoiced, it shall pay all amounts not in dispute and notify the Contractor in writing of the amounts disputed and the reasons therefor.

4.4 No payment made shall constitute or be construed as final acceptance or approval of that part of the Services to which payment relates, or relieve the Contractor of any of its obligations outlined in this Contract. Further, the City shall not be deemed, by virtue of making payments to the Contractor hereunder, to have released the Contractor from any claim or liability, or to have waived any action arising out of the breach of this Contract by the Contractor.

5.0 REPORTS AND DRAWINGS

When the Contractor has been paid for the Services performed by him or her, all reports, drawings, and other material furnished to the City shall become the City's property and may be used by the City (or such parties as the City may designate) thereafter in such manner and for such purposes as the City (or such parties as the City may designate) may deem advisable, without further employment of or additional compensation to the Contractor. The Contractor shall not release or disclose any report, drawing, or other material furnished to the Contractor by the City in connection with the performance of the Contractor's Services

6.0 CONTRACTOR'S ACCOUNTING RECORDS

The Contractor shall keep records pertaining to Services performed (including complete and detailed time records) on the basis of recognized bookkeeping practices, generally accepted accounting principles, and in accordance with such reasonable requirements to facilitate audit as the City may provide. All records shall be available to the City or its authorized representatives for review and audit during normal business hours.

7.0 ASSIGNMENT/SUBCONTRACTING

The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

8.0 REMEDY FOR DEFAULT

If the Contractor, in the sole judgment of the City, shall violate or fail properly to comply with or perform in any material respect any condition, provision, or warranty hereof, the City shall have the right by prior written notice to the Contractor to have the services called for hereby otherwise performed, and/or to terminate this contract without prejudice to any other rights or remedies of the City under this contract. The Contractor shall pay any excess in the City's cost to so procure the services and any related goods, supplies, materials or equipment. In addition, and without limiting any other remedies available to the City, the Contractor shall be liable for all losses, costs and expenses incurred by the City which result from the Contractor's noncompliance.

9.0 SUSPENSION OR TERMINATION

9.1 The City shall have the right, upon seven (7) days written notice to the Contractor so stating, to terminate, suspend, or postpone this contract in whole or in part for any reason deemed by the City to be in the public interest. Any such termination, suspension, or postponement shall not give rise to any cause of action for damages against the City. In the event that the City postpones or suspends the Services, the Contractor's time for performance of the Services shall be extended for a period equal to the period of such postponement or suspension. In the event of termination, suspension or postponement, the City shall pay: (a) for services and any related goods, supplies, materials and equipment furnished up to the time of termination, suspension, or postponement at the contract price upon delivery; (b) for work in process in the amount of the Contractor's cost, determined in accordance with ordinary accepted accounting practices, up to the time of termination, suspension, or postponement; and (c) for raw materials purchased by the Contractor as of the date of termination, suspension, or postponement and which are noncancelable at the Contractor's actual cost plus reasonable handling charges, but only to the extent that such raw materials were purchased in reliance upon this contract and are useful solely with respect to this contract.

9.2 Upon receipt of a notice of termination, suspension, or postponement the Contractor shall immediately cease all work hereunder and cancel all orders placed with respect to this contract. The Contractor's failure to so cancel shall relieve the City of the obligations of paragraph 10.1 above.

9.3 The City may postpone, suspend or terminate the Services immediately, by notice, hand delivery or certified mail, if the Contractor violates any of the provisions of this Contract, or fails to perform or observe any of the terms, covenants or conditions of this Contract, or abandons in whole or in part its Services, or becomes unable to perform its Services.

- 9.4 In the event of termination of this Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, computer programs, data, drawings, plans, and other tangible work product, or materials pertaining to the Services performed under this Contract to the time of termination.
- 10.0 NOTICE
- Any action, notice or request required to be taken, given or made by City or the Contractor hereunder may be taken, given or made only by those persons identified for that purpose on the Contract Form. All notices required to be given hereunder shall be deemed properly given if personally delivered, or if mailed by registered or certified mail, postage prepaid addressed to the address and officer identified on the Contract Form.
- 11.0 PROTECTION OF PROPERTY
- The Contractor shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall restore to substantially the same condition existing prior to the Contractor's entry any disturbance or damage to property caused by the Contractor or any person acting under its control.
- 12.0 INSURANCE REQUIREMENTS
- 12.1 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.
- WORKER'S COMPENSATION
- | | |
|------------------------|---|
| Worker's Compensation: | Per M.G.L. c.. 149, s. 34 and c.. 152 as amended. |
|------------------------|---|
- COMMERCIAL GENERAL LIABILITY
- | | |
|-----------------|--|
| Personal Injury | \$1,000,000 each occurrence
\$2,000,000 aggregate |
| Property Damage | \$1,000,000 each occurrence
\$2,000,000 aggregate |
- VEHICLE LIABILITY
- | | |
|-----------------|--|
| Personal Injury | \$500,000 each person
\$1,000,000 aggregate |
| Property Damage | \$500,000 |
- 12.2 The City shall be named as additional insureds on the Contractor's Liability Policies.
- 12.3 The Contractor shall not commence the work until proof of compliance with this Section 13.0 has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.
- 12.4 The Contractor shall file the original and one certified copy of all policies with the City within fifteen (15) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.
- 12.5 Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.
- 13.0 CONFLICT OF INTEREST
- No member, agent or employee of the City shall , during his/her tenure or one year thereafter directly or indirectly, have any interest in any property to be included in, or any contract for property, materials or services to be furnished or used in connection with, this contract or the proceeds thereof.

14.0 COMPLIANCE WITH LAWS

All work to be performed and wages paid under this specification shall be in accordance with all applicable laws, state or federal, and all applicable ordinances, codes, rules, and regulations of the City of Newton, or any public board or office having any jurisdiction, regulation or control over any work to be done hereunder, including minimum wage rates. In particular, without limitation, the Contractor agrees to comply with all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations. The Contractor agrees to assist in making any submissions to federal or state agencies as may be required in order to meet the requirements in this paragraph.

15.0 INDEMNIFICATION

The Contractor agrees to indemnify and save the City harmless from and against any and all costs, losses, expenses, liabilities, damages or claims for damages, including reasonable attorney's fees and expenses, on account of any injury or damage to buildings, improvements, or property of the City or on account of any injury (including death) or damage to any person, persons, firm, corporation or association, or on account of any infringement or claim of infringement of patents, arising out of or resulting from the deliveries provided for or performed under this contract or from any act, omission or negligence of the contractor, his agents, employees, or assigns. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the contractor under contract.

16.0 FORCE MAJEURE

The City may not hold the Contractor liable for any loss, expense or damage incurred by the City on account of failure of the Contractor to deliver services as specified herein, if that failure is caused by state of war, acts of enemies, expropriation or confiscation of facilities used by the Contractor, or compliance with any law, order, or regulation of any federal, state or municipal governmental authority, if the Contractor shall show that such compliance would impair this ability to perform a material provision of this contract, the Contractor having given the City reasonable notice of such cause.

17.0 DISPUTES

All claims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Contract or the breach of it, shall be submitted for resolution to a court of competent jurisdiction in Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Contract or the earlier termination of this Contract as provided herein, the parties agreeing to negotiate any claims, disputes or other matters in question during the term of this Contract before resorting to litigation. As to all acts or failures to act by either party to this Contract, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events when the other party becomes aware or should have been aware of such acts or failure to act.

18.0 GOVERNING LAW

This contract shall be governed by and construed in accordance with Massachusetts Law.

19.0 LIABILITY

The Contractor is retained solely for the purpose of and to the extent set forth in this Contract. The Contractor's relationship to the City for the purpose of services to be performed under this Contract shall be that of an independent contractor. The Contractor shall have no capacity or authority to involve the City in any contract or to incur any liability on behalf of the City. In no event shall the City be held liable as an employer or otherwise for any personal injury to or death of the Contractor's principals, employees, agents and/or representatives occasioned by or resulting from the Contractor's performance under this Contract.

20.0 LIENS

The Contractor shall cause to be removed from the property of the City any liens or other claims asserted by any person or entity claiming through or under the Contractor and arising out of Services performed under this Contract by such third party.

21.0 SEVERABILITY

In the event that any portion of this Contract is held illegal or unenforceable by a court of competent jurisdiction, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Contract and Contractor and the City agree to substitute for the invalid provision a valid provision which most closely approximates the economics and intent of the invalid provision.

END OF SECTION

CITY OF NEWTON

WAGE RATE REQUIREMENTS

1. GENERAL

- A.** This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B.** Other duties and requirements of law which may not be specified in this section apply and are inherently part of the Contract.

2. WAGE RATES

- A.** The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. The schedule of prevailing wage rates will be updated annually for all public construction projects lasting longer than one (1) year. The contractor shall pay the prevailing wage rate set out in the applicable prevailing wage rate schedule. Increases in prevailing wage rates shall not be the basis for a change order.
- B.** Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C.** Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D.** Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c 149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E.** The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.
- F.** The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G.** The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter. Filings made by the Contractor pursuant to Clauses 47, 48 and 49 of the General Conditions shall be deemed to constitute compliance with State filing requirements under the Massachusetts Prevailing Wage Law.

END OF SECTION



DEVAL L. PATRICK
Governor
TIMOTHY F. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE NOEL
Director
LAURA M. MARLIN
Commissioner

Awarding Authority: CITY OF NEWTON

Contract Number: 0976

City/Town: NEWTON

Description Of Work: FALLEN TREE REMOVAL / UTILITY LINE TREE TRIMMING

Job Location: VARIOUS

Classification	Effective Dates and Total Rates				
(2 AXLE) DRIVER - EQUIPMENT	12/1/2008	\$36.800			
(3 AXLE) DRIVER - EQUIPMENT	12/1/2008	\$36.870			
(4 & 5 AXLE) DRIVER - EQUIPMENT	12/1/2008	\$36.990			
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	12/1/2008	\$45.910	6/1/2009	\$47.020	12/1/2009 \$48.140 6/1/2010 \$49.390
	12/1/2010	\$50.640			
BACKHOE/FRONT-END LOADER	12/1/2008	\$45.910	6/1/2009	\$47.020	12/1/2009 \$48.140 6/1/2010 \$49.390
	12/1/2010	\$50.640			
BULLDOZER/GRADER/SCRAPER	12/1/2008	\$45.590	6/1/2009	\$46.700	12/1/2009 \$47.800 6/1/2010 \$49.040
	12/1/2010	\$50.290			
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	12/1/2008	\$45.910	6/1/2009	\$47.020	12/1/2009 \$48.140 6/1/2010 \$49.390
	12/1/2010	\$50.640			
COMPRESSOR OPERATOR	12/1/2008	\$35.860	6/1/2009	\$37.500	6/1/2009 \$36.680 12/1/2009 \$38.420
	12/1/2010	\$39.350			
DIVER	8/1/2008	\$58.070	8/1/2009	\$61.080	8/1/2010 \$64.370 8/1/2011 \$68.220
DIVER TENDER	8/1/2008	\$43.570	8/1/2009	\$45.720	8/1/2010 \$48.070 8/1/2011 \$50.820
FORK LIFT/CHERRY PICKER	12/1/2008	\$45.910	6/1/2009	\$47.020	12/1/2009 \$48.140 6/1/2010 \$49.390
	12/1/2010	\$50.640			
GENERATOR/LIGHTING PLANT/HEATERS	12/1/2008	\$35.860	6/1/2009	\$36.680	12/1/2009 \$37.500 6/1/2010 \$38.420
	12/1/2010	\$39.350			
HOISTING ENGINEER/Cranes/GRADALLS	12/1/2008	\$45.910	6/1/2009	\$47.020	12/1/2009 \$48.140 6/1/2010 \$49.390
	12/1/2010	\$50.640			
LABORER	12/1/2008	\$33.150	6/1/2009	\$34.150	12/1/2009 \$35.150 6/1/2010 \$36.150
	12/1/2010	\$37.400	6/1/2011	\$38.400	12/1/2011 \$39.650
OILER (OTHER THAN TRUCK CRANES, GRADALLS)	12/1/2008	\$30.050	6/1/2009	\$30.700	12/1/2009 \$31.360 6/1/2010 \$32.090
	12/1/2010	\$32.830			
OILER (TRUCK CRANES, GRADALLS)	12/1/2008	\$32.870	6/1/2009	\$33.600	12/1/2009 \$34.330 6/1/2010 \$35.160
	12/1/2010	\$35.990			
OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/1/2008	\$45.590	6/1/2009	\$46.700	12/1/2009 \$47.800 6/1/2010 \$49.040
	12/1/2010	\$50.290			
PANEL & PICKUP TRUCKS DRIVER	12/1/2008	\$36.630			
POWER SHOVEL/DERRICK/TRENCHING MACHINE	12/1/2008	\$45.910	6/1/2009	\$47.020	12/1/2009 \$48.140 6/1/2010 \$49.390
	12/1/2010	\$50.640			
PUMP OPERATOR (CONCRETE)	12/1/2008	\$45.910	6/1/2009	\$47.020	12/1/2009 \$48.140 6/1/2010 \$49.390
	12/1/2010	\$50.640			
PUMP OPERATOR (DEWATERING, OTHER)	12/1/2008	\$35.860	6/1/2009	\$36.680	12/1/2009 \$37.500 6/1/2010 \$38.420
	12/1/2010	\$39.350			
ROLLER/SPREADER/MULCHING MACHINE	12/1/2008	\$45.590	6/1/2009	\$46.700	12/1/2009 \$47.800 6/1/2010 \$49.040
	12/1/2010	\$50.290			
SPECIALIZED EARTH MOVING EQUIP < 35 TONS	12/1/2008	\$37.090			
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	12/1/2008	\$37.380			

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27B. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 4/2/2009

Rate Sheet: 27-F EAST

Job ID: 127590

Page: 1



DEVAL L. PATRICK
Governor
TIMOTHY F. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE NOEL
Director
LAURA M. MARLIN
Commissioner

Awarding Authority: CITY OF NEWTON

Contract Number: 0976

City/Town: NEWTON

Description Of Work: FALLEN TREE REMOVAL / UTILITY LINE TREE TRIMMING

Job Location: VARIOUS

Classification	Effective Dates and Total Rates			
TRACTORS/PORTABLE STEAM GENERATORS	12/1/2008	\$45.590	6/1/2009	\$46.700
	12/1/2009	\$47.800	6/1/2010	\$49.040
	12/1/2010	\$50.290		
TRAILERS FOR EARTH MOVING EQUIPMENT	12/1/2008	\$37.670		
TREE TRIMMER	2/1/2009	\$19.010		
TREE TRIMMER GROUND MAN	2/1/2009	\$17.060		
VAC-HAUL/CATCH BASIN CLEANING	12/1/2008	\$37.090		

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27B. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 4/2/2009

Rate Sheet: 27-F EAST

Job ID: 127590

Page: 2

COMMONWEALTH OF MASSACHUSETTS

Division of Occupational Safety

Minimum wage rates for apprentices employed on public works projects are listed below as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprentice Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprentice Training in accordance with M.G.L. c. 23, ss. 11E-11L.

City/Town: NEWTON		All steps are 6 months (1000 Hours) unless otherwise specified**									
Classification	Ratio*	1	2	3	4	5	6	7	8	9	10
ASBESTOS INSULATOR (Pipes & Tanks)	1:4	50	60	70	80						
				Steps are 1 year							
BOILERMAKER	1:5	65	65	70	75	80	85	90	95		
BRICK/PLASTER/CEMENT MASON	1:5	50	60	70	80	90					
CARPENTER	1:5	50	60	70	75	80	80	90	90		
CARPENTER (Residential Wood Frame)	1:5	60	60	65	70	75	80	85	90		
ELECTRICIAN	2:3***	40	40	45	45	50	55	60	65	70	75
				App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80							
ELEVATOR CONSTRUCTOR	1:1	50	55	65	70	80					
				Steps 1-2 are 6 mos.; Steps 3-5 are 1 year							
FLOORCOVERER	1:1	50	55	60	65	70	75	80	85		
				Steps are 750 hrs.							
GLAZIER	1:1	50	55	60	65	70	75	80	90		
				Steps are 750 hrs.							
HOIST/PORT. ENG.	1:6	55	60	65	70	75	80	85	90		
IRONWORKER		60	70	75	80	85	90				
Structural 1:6; Ornamental 1:4											
LABORER	1:5	60	70	80	90						
MARBLE-TILE-TERRAZZO FINISHER	1:3	50	60	70	80	90					
				Steps are 800 hrs.							
MARBLE-TILE-TERRAZZO MECHANIC	1:3	50	60	70	80	90					
MILLWRIGHT	1:5	50	55	60	65	70	75	80	85		
PAINTER	1:1	50	55	60	65	70	75	80	90		
				Steps are 750 hrs.							
PILE DRIVER	1:3	60	65	70	75	80	85	90	95		
PIPEFITTER	**	40	45	60	70	80					
** 1:3; 3:15; 1:10 thereafter				Steps are 1 year							

* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.

** Multiple ratios are listed in comment field.

*** The job site ratio of 2 apprentices(App) for every 3 journeymen(JM) is allowed as follows:

1 JM: 1 App; 2-3 JM: 2 App; 4-6 JM: 4 App; 7- 9 JM: 6 App; 10- 12 JM: 8 App; 13-15 JM: 10 App; etc

**** The job site ratio of 2 apprentices(App) for every 3 journeymen(JM) is allowed as follows:

1-2 JM: 1 App; 3-4 JM: 2 App; 5 JM: 3 App; 6-7 JM: 4 App; 8 JM: 5 App; etc

Issue Date: 4/2/2009

Rate Sheet: NEWTON

Job ID: 127591

COMMONWEALTH OF MASSACHUSETTS

Division of Occupational Safety

Minimum wage rates for apprentices employed on public works projects are listed below as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprentice Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprentice Training in accordance with M.G.L. c. 23, ss. 11E-11L.

City/Town: NEWTON			All steps are 6 months (1000 Hours) unless otherwise specified**									
PLUMBER	**	35	40	55	65	75						
** 1:2; 2:6; 3:10; 4:14; 5:19			Steps are 1 year; Step 4 w/ license-70; Step 5 w/ license-80									
REFRIGERATION / AC MECHANIC	**	40	45	60	70	80						
** 1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Steps are 1 year									
ROOFER	**	50	60	65	75	85						
** 1:5, 2:6 -10 thereafter 1:10 (or portion thereof)			Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.									
ROOFER (REROOFING)	**	50	60	65	75	85						
** 1:4; Thereafter 1:1			Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.									
SHEET METAL WORKER	1:4	40	45	50	60	65	75	85				
			Steps 1-3 are 1 year; Steps 4-7 are 6 mos.									
SIGN ERECTOR	1:1	50	55	60	65	70	75	80	85	90		
			Steps are 4 mos.									
SPRINKLER FITTER	1:1	40	45	50	55	60	65	70	75	80	85	
TELECOMMUNICATION TECHNICIAN	1:1	40	45	50	55	60	65	75	80			

* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.

** Multiple ratios are listed in comment field.

*** The job site ratio of 2 apprentices(App) for every 3 journeymen(JM) is allowed as follows:

1 JM: 1 App; 2-3 JM:2 App; 4-6 JM: 4 App; 7- 9 JM: 6 App; 10- 12 JM: 8 App; 13-15 JM: 10 App; etc

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1-2 JM: 1 App; 3-4 JM: 2 App; 5 JM: 3 App; 6-7 JM: 4 App; 8 JM: 5 App; etc

Issue Date: 4/2/2009

Rate Sheet: NEWTON

Job ID: 127591



DEVAL L. PATRICK
Governor
TIMOTHY F. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE NOEL
Director
LAURA M. MARLIN
Commissioner

Awarding Authority: CITY OF NEWTON

Contract Number: 0976

City/Town: NEWTON

Description Of Work: STANDING TREE REMOVAL / TREE TRIMMING WORKS

Job Location: VARIOUS

Classification	Effective Dates and Total Rates				
(2 AXLE) DRIVER - EQUIPMENT	12/1/2008	\$42.260			
(3 AXLE) DRIVER - EQUIPMENT	12/1/2008	\$42.330			
(4 & 5 AXLE) DRIVER - EQUIPMENT	12/1/2008	\$42.450			
ADS/SUBMERSIBLE PILOT	8/1/2008	\$97.960	8/1/2009 \$102.480	8/1/2010 \$107.460	8/1/2011 \$112.980
AIRTRACK OPERATOR	12/1/2008	\$45.850	6/1/2009 \$46.850	12/1/2009 \$47.850	6/1/2010 \$48.850
	12/1/2010	\$50.100	6/1/2011 \$51.100	12/1/2011 \$52.350	
ASBESTOS REMOVER - PIPE/ MECH. EQUIPT.	12/1/2008	\$37.750	6/1/2009 \$39.250	12/1/2009 \$40.250	
ASPHALT RAKER	12/1/2008	\$45.350	6/1/2009 \$46.350	12/1/2009 \$47.350	6/1/2010 \$48.350
	12/1/2010	\$49.600	6/1/2011 \$50.600	12/1/2011 \$51.850	
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	12/1/2008	\$56.340	6/1/2009 \$57.450	12/1/2009 \$58.570	6/1/2010 \$59.820
	12/1/2010	\$61.070			
BACKHOE/FRONT-END LOADER	12/1/2008	\$56.340	6/1/2009 \$57.450	12/1/2009 \$58.570	6/1/2010 \$59.820
	12/1/2010	\$61.070			
BARCO-TYPE JUMPING TAMPER	12/1/2008	\$45.350	6/1/2009 \$46.350	12/1/2009 \$47.350	6/1/2010 \$48.350
	12/1/2010	\$49.600	6/1/2011 \$50.600	12/1/2011 \$51.850	
BLOCK PAVER, RAMMER / CURB SETTER	12/1/2008	\$45.850	6/1/2009 \$46.850	12/1/2009 \$47.850	6/1/2010 \$48.850
	12/1/2010	\$50.100	6/1/2011 \$51.100	12/1/2011 \$52.350	
BOILERMAKER	10/1/2008	\$54.800			
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	2/1/2009	\$65.320	8/1/2009 \$67.120	2/1/2010 \$68.010	8/1/2010 \$69.910
	2/1/2011	\$70.900	8/1/2011 \$73.000	2/1/2012 \$73.990	
BULLDOZER/GRADER/SCRAPER	12/1/2008	\$56.020	6/1/2009 \$57.130	12/1/2009 \$58.230	6/1/2010 \$59.470
	12/1/2010	\$60.720			
CAISSON & UNDERPINNING BOTTOM MAN	12/1/2008	\$46.250	6/1/2009 \$47.250	12/1/2009 \$48.250	6/1/2010 \$49.250
	12/1/2010	\$50.500	6/1/2011 \$51.500	12/1/2011 \$52.750	
CAISSON & UNDERPINNING LABORER	12/1/2008	\$45.100	6/1/2009 \$46.100	12/1/2009 \$47.100	6/1/2010 \$48.100
	12/1/2010	\$49.350	6/1/2011 \$50.350	12/1/2011 \$51.600	
CAISSON & UNDERPINNING TOP MAN	12/1/2008	\$45.100	6/1/2009 \$46.100	12/1/2009 \$47.100	6/1/2010 \$48.100
	12/1/2010	\$49.350	6/1/2011 \$50.350	12/1/2011 \$51.600	
CARBIDE CORE DRILL OPERATOR	12/1/2008	\$45.350	6/1/2009 \$46.350	12/1/2009 \$47.350	6/1/2010 \$48.350
	12/1/2010	\$49.600	6/1/2011 \$50.600	6/1/2012 \$51.850	
CARPENTER	3/1/2009	\$52.770			
CEMENT MASONRY/PLASTERING	2/1/2009	\$64.110	8/1/2009 \$65.510	2/1/2010 \$66.200	8/1/2010 \$67.670
	2/1/2011	\$68.440	8/1/2011 \$70.060	2/1/2012 \$70.830	
CHAIN SAW OPERATOR	12/1/2008	\$45.350	6/1/2009 \$46.350	12/1/2009 \$47.350	6/1/2010 \$48.350
	12/1/2010	\$49.600	6/1/2011 \$50.600	12/1/2011 \$51.850	
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	12/1/2008	\$56.340	6/1/2009 \$57.450	12/1/2009 \$58.570	6/1/2010 \$59.820
	12/1/2010	\$61.070			
COMPRESSOR OPERATOR	12/1/2008	\$46.290	6/1/2009 \$47.110	12/1/2009 \$47.930	6/1/2010 \$48.850
	12/1/2010	\$49.780			
DELEADER (BRIDGE)	1/1/2009	\$61.210	7/1/2009 \$62.360	1/1/2010 \$63.510	

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27B. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 4/2/2009

Rate Sheet: NEWTON

Job ID: 127591

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DEVAL L. PATRICK
Governor
TIMOTHY F. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE NOEL
Director
LAURA M. MARLIN
Commissioner

Awarding Authority: CITY OF NEWTON

Contract Number: 0976

City/Town: NEWTON

Description Of Work: STANDING TREE REMOVAL / TREE TRIMMING WORKS

Job Location: VARIOUS

Classification	Effective Dates and Total Rates							
DEMO: AD ZEMAN	12/1/2008	\$45.100	6/1/2009	\$46.100	12/1/2009	\$47.100	6/1/2010	\$48.100
	12/1/2010	\$49.350	6/1/2011	\$50.350	12/1/2011	\$51.600		
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	12/1/2008	\$46.100	6/1/2009	\$47.100	12/1/2009	\$48.100	6/1/2010	\$49.100
	12/1/2010	\$50.350	6/1/2011	\$51.350	12/1/2011	\$52.600		
DEMO: BURNERS	12/1/2008	\$45.850	6/1/2009	\$46.850	12/1/2009	\$47.850	6/1/2010	\$48.850
	12/1/2010	\$50.100	6/1/2011	\$51.100	12/1/2011	\$52.350		
DEMO: CONCRETE CUTTER/SAWYER	12/1/2008	\$46.100	6/1/2009	\$47.100	12/1/2009	\$48.100	6/1/2010	\$49.100
	12/1/2010	\$50.350	6/1/2011	\$51.350	12/1/2011	\$52.600		
DEMO: JACKHAMMER OPERATOR	12/1/2008	\$45.850	6/1/2009	\$46.850	12/1/2009	\$47.850	6/1/2010	\$48.850
	12/1/2010	\$50.100	6/1/2011	\$51.100	12/1/2011	\$52.350		
DEMO: WRECKING LABORER	12/1/2008	\$45.100	6/1/2009	\$46.100	12/1/2009	\$47.100	6/1/2010	\$48.100
	12/1/2010	\$49.350	6/1/2011	\$50.350	12/1/2011	\$51.600		
DIRECTIONAL DRILL MACHINE OPERATOR	12/1/2008	\$56.020	6/1/2009	\$57.130	12/1/2009	\$58.230	6/1/2010	\$59.470
	12/1/2010	\$60.720						
DIVER	8/1/2008	\$72.590	8/1/2009	\$75.600	8/1/2010	\$78.890	8/1/2011	\$82.740
DIVER TENDER	8/1/2008	\$58.090	8/1/2009	\$60.240	8/1/2010	\$62.590	8/1/2011	\$65.340
DIVER TENDER (EFFLUENT)	8/1/2008	\$76.210	8/1/2009	\$79.440	8/1/2010	\$82.960	8/1/2011	\$87.090
DIVER/SLURRY (EFFLUENT)	8/1/2008	\$97.960	8/1/2009	\$102.480	8/1/2010	\$107.410	8/1/2011	\$113.190
ELECTRICIAN	3/1/2009	\$63.550	9/1/2009	\$64.780	3/1/2010	\$66.020	9/1/2010	\$67.260
	3/1/2011	\$68.490						
ELEVATOR CONSTRUCTOR	1/1/2009	\$63.690	1/1/2010	\$65.190	1/1/2011	\$66.690	1/1/2012	\$68.190
ELEVATOR CONSTRUCTOR HELPER	1/1/2009	\$49.830	1/1/2010	\$51.330	1/1/2011	\$52.830	1/1/2012	\$54.330
FENCE & GUARD RAIL ERECTOR	12/1/2008	\$45.350	6/1/2009	\$46.350	12/1/2009	\$47.350	6/1/2010	\$48.350
	12/1/2010	\$49.600	6/1/2011	\$50.600	12/1/2011	\$51.850		
FIELD ENG. - INST. PERSON (BLDG, SITE, HVY CONST)	11/1/2008	\$53.870	5/1/2009	\$54.830	11/1/2009	\$55.940	5/1/2010	\$57.040
	11/1/2010	\$58.280	5/1/2011	\$59.520				
FIELD ENG. - ROD PERSON (BLDG, SITE, HVY CONST)	11/1/2008	\$39.740	5/1/2009	\$40.310	11/1/2009	\$40.960	5/1/2010	\$41.610
	11/1/2010	\$42.340	5/1/2011	\$43.070				
FIELD ENG.-CHIEF OF PARTY (BLDG, SITE, HVY CONST)	11/1/2008	\$55.220	5/1/2009	\$56.190	11/1/2009	\$57.300	5/1/2010	\$58.410
	11/1/2010	\$59.660	5/1/2011	\$60.910				
FIRE ALARM INSTALLER	3/1/2009	\$63.550	9/1/2009	\$64.780	3/1/2010	\$66.020	9/1/2010	\$67.260
	3/1/2011	\$68.490						
FIRE ALARM REPAIR / MAINTENANCE	3/1/2009	\$51.620	9/1/2009	\$52.540	3/1/2010	\$53.470	9/1/2010	\$54.410
	3/1/2011	\$55.330						
FIREMAN (ASST. ENGINEER)	12/1/2008	\$50.870	6/1/2009	\$51.820	12/1/2009	\$52.780	6/1/2010	\$53.850
	12/1/2010	\$54.930						
FLAGGER & SIGNALER	12/1/2008	\$35.100	6/1/2009	\$35.100	12/1/2009	\$35.100	6/1/2010	\$36.100
	12/1/2010	\$36.100	6/1/2011	\$37.100	12/1/2011	\$37.100		
FLOORCOVERER	3/1/2009	\$58.380						

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

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Issue Date: 4/2/2009

Rate Sheet: NEWTON

Job ID: 127591

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DEVAL L. PATRICK
Governor
TIMOTHY F. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE NOEL
Director
LAURA M. MARLIN
Commissioner

Awarding Authority: CITY OF NEWTON

Contract Number: 0976

City/Town: NEWTON

Description Of Work: STANDING TREE REMOVAL / TREE TRIMMING WORKS

Job Location: VARIOUS

Classification	Effective Dates and Total Rates							
FORK LIFT/CHERRY PICKER	12/1/2008	\$56.340	6/1/2009	\$57.450	12/1/2009	\$58.570	6/1/2010	\$59.820
	12/1/2010	\$61.070						
GENERATOR/LIGHTING PLANT/HEATERS	12/1/2008	\$46.290	6/1/2009	\$47.110	12/1/2009	\$47.930	6/1/2010	\$48.850
	12/1/2010	\$49.780						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	1/1/2009	\$50.710	7/1/2009	\$51.860	1/1/2010	\$53.010		
HOISTING/ENGINEER/Cranes/GRADALLS	12/1/2008	\$56.340	6/1/2009	\$57.450	12/1/2009	\$58.570	6/1/2010	\$59.820
	12/1/2010	\$61.070						
HVAC (DUCTWORK)	2/1/2009	\$61.020	8/1/2009	\$62.270	2/1/2010	\$63.520		
HVAC (ELECTRICAL CONTROLS)	3/1/2009	\$63.550	9/1/2009	\$64.780	3/1/2010	\$66.020	9/1/2010	\$67.260
	3/1/2011	\$68.490						
HVAC (TESTING AND BALANCING - AIR)	2/1/2009	\$61.020	8/1/2009	\$62.270	2/1/2010	\$63.520		
HVAC (TESTING AND BALANCING - WATER)	3/1/2009	\$65.980	9/1/2009	\$67.480	3/1/2010	\$68.730		
HVAC MECHANIC	3/1/2009	\$65.980	9/1/2009	\$67.480	3/1/2010	\$68.730		
HYDRAULIC DRILLS	12/1/2008	\$45.850	6/1/2009	\$46.850	12/1/2009	\$47.850	6/1/2010	\$48.850
	12/1/2010	\$50.100	6/1/2011	\$51.100	12/1/2011	\$52.350		
INSULATOR (PIPES & TANKS)	9/1/2008	\$56.860	9/1/2009	\$59.260	9/1/2010	\$61.660		
IRONWORKER/WELDER	3/16/2009	\$58.230	9/16/2009	\$59.580	3/16/2010	\$60.980		
JACKHAMMER & PAVING BREAKER OPERATOR	12/1/2008	\$45.350	6/1/2009	\$46.350	12/1/2009	\$47.350	6/1/2010	\$48.350
	12/1/2010	\$49.600	6/1/2011	\$50.600	12/1/2011	\$51.850		
LABORER	12/1/2008	\$45.100	6/1/2009	\$46.100	12/1/2009	\$47.100	6/1/2010	\$48.100
	12/1/2010	\$49.350	6/1/2011	\$50.350	12/1/2011	\$51.600		
LABORER: CARPENTER TENDER	12/1/2008	\$45.100	6/1/2009	\$46.100	12/1/2009	\$47.100	6/1/2010	\$48.100
	12/1/2010	\$49.350	6/1/2011	\$50.350	12/1/2011	\$51.600		
LABORER: CEMENT FINISHER TENDER	12/1/2008	\$45.100	6/1/2009	\$46.100	12/1/2009	\$47.100	6/1/2010	\$48.100
	12/1/2010	\$49.350	6/1/2011	\$50.350	12/1/2011	\$51.600		
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	12/1/2008	\$45.100	6/1/2009	\$46.100	12/1/2009	\$47.100	6/1/2010	\$48.100
	12/1/2010	\$49.350	6/1/2011	\$50.350	12/1/2011	\$51.600		
LABORER: MASON TENDER	12/1/2008	\$45.350	6/1/2009	\$46.350	12/1/2009	\$47.350	6/1/2010	\$48.350
	12/1/2010	\$49.600	6/1/2011	\$50.600	12/1/2011	\$51.850		
LABORER: MULTI-TRADE TENDER	12/1/2008	\$45.100	6/1/2009	\$46.100	12/1/2009	\$47.100	6/1/2010	\$48.100
	12/1/2010	\$49.350	6/1/2011	\$50.350	12/1/2011	\$51.600		
LABORER: TREE REMOVER	12/1/2008	\$45.100	6/1/2009	\$46.100	12/1/2009	\$47.100	6/1/2010	\$48.100
	12/1/2010	\$49.350	6/1/2011	\$50.350	12/1/2011	\$51.600		
LASER BEAM OPERATOR	12/1/2008	\$45.350	6/1/2009	\$46.350	12/1/2009	\$47.350	6/1/2010	\$48.350
	12/1/2010	\$49.600	6/1/2011	\$50.600	12/1/2011	\$51.850		
MARBLE & TILE FINISHERS	2/1/2009	\$54.800	8/1/2009	\$56.240	2/1/2010	\$56.950	8/1/2010	\$58.470
	2/1/2011	\$59.270	8/1/2011	\$60.950	2/1/2012	\$61.740		
MARBLE MASONS, TILELAYERS & TERRAZZO MECH	2/1/2009	\$65.360	8/1/2009	\$67.160	2/1/2010	\$68.050	8/1/2010	\$69.950
	2/1/2011	\$70.940	8/1/2011	\$73.040	2/1/2012	\$74.030		

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

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Issue Date: 4/2/2009

Rate Sheet: NEWTON

Job ID: 127591

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DEVAL L. PATRICK
Governor
TIMOTHY F. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE NOEL
Director
LAURA M. MARLIN
Commissioner

Awarding Authority: CITY OF NEWTON

Contract Number: 0976

City/Town: NEWTON

Description Of Work: STANDING TREE REMOVAL / TREE TRIMMING WORKS

Job Location: VARIOUS

Classification	Effective Dates and Total Rates							
MECH. SWEEPER OPERATOR (NON-CONSTRUCTION)	7/1/2008	\$27.300	7/1/2009	\$28.300	7/1/2010	\$29.000	7/1/2011	\$29.700
MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/1/2008	\$56.020	6/1/2009	\$57.130	12/1/2009	\$58.230	6/1/2010	\$59.470
	12/1/2010	\$60.720						
MECHANICS MAINTENANCE	12/1/2008	\$56.020	6/1/2009	\$57.130	12/1/2009	\$58.230	6/1/2010	\$59.470
	12/1/2010	\$60.720						
MILLWRIGHT (Zone 1)	3/1/2009	\$54.400						
MORTAR MIXER	12/1/2008	\$45.350	6/1/2009	\$46.350	12/1/2009	\$47.350	6/1/2010	\$48.350
	12/1/2010	\$49.600	6/1/2011	\$50.600	12/1/2011	\$51.850		
OILER (OTHER THAN TRUCK CRANES, GRADALLS)	12/1/2008	\$40.480	6/1/2009	\$41.130	12/1/2009	\$41.790	6/1/2010	\$42.520
	12/1/2010	\$43.260						
OILER (TRUCK CRANES, GRADALLS)	12/1/2008	\$43.300	6/1/2009	\$44.030	12/1/2009	\$44.760	6/1/2010	\$45.590
	12/1/2010	\$46.420						
OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/1/2008	\$56.020	6/1/2009	\$57.130	12/1/2009	\$58.230	6/1/2010	\$59.470
	12/1/2010	\$60.720						
PAINTER (BRIDGES/TANKS)	1/1/2009	\$61.210	7/1/2009	\$62.360	1/1/2010	\$63.510		
PAINTER (SPRAY OR SANDBLAST, NEW) *	1/1/2009	\$52.110	7/1/2009	\$53.260	1/1/2010	\$54.410		
PAINTER (SPRAY OR SANDBLAST, REPAINT)	1/1/2009	\$50.170	7/1/2009	\$51.320	1/1/2010	\$52.470		
PAINTER (TRAFFIC MARKINGS)	12/1/2008	\$45.100	6/1/2009	\$46.100	12/1/2009	\$47.100	6/1/2010	\$48.100
	12/1/2010	\$49.350	6/1/2011	\$50.350	12/1/2011	\$51.600		
PAINTER / TAPER (BRUSH, NEW) *	1/1/2009	\$50.710	7/1/2009	\$51.860	1/1/2010	\$53.010		
PAINTER / TAPER (BRUSH, REPAINT)	1/1/2009	\$48.770	7/1/2009	\$49.920	1/1/2010	\$51.070		
PANEL & PICKUP TRUCKS DRIVER	12/1/2008	\$42.090						
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	8/1/2008	\$58.090	8/1/2009	\$60.240	8/1/2010	\$62.590	8/1/2011	\$65.340
PILE DRIVER	8/1/2008	\$58.090	8/1/2009	\$60.240	8/1/2010	\$62.590	8/1/2011	\$65.340
PIPEFITTER & STEAMFITTER	3/1/2009	\$65.980	9/1/2009	\$67.480	3/1/2010	\$68.730		
PIPELAYER	12/1/2008	\$45.350	6/1/2009	\$46.350	12/1/2009	\$47.350	6/1/2010	\$48.350
	12/1/2010	\$49.600	6/1/2011	\$50.600	12/1/2011	\$51.850		
PLUMBERS & GASFITTERS	3/1/2009	\$65.500	9/1/2009	\$67.000	3/1/2010	\$68.250		
PNEUMATIC CONTROLS (TEMP.)	3/1/2009	\$65.980	9/1/2009	\$67.480	3/1/2010	\$68.730		
PNEUMATIC DRILL/TOOL OPERATOR	12/1/2008	\$45.350	6/1/2009	\$46.350	12/1/2009	\$47.350	6/1/2010	\$48.350
	12/1/2010	\$49.600	6/1/2011	\$50.600	12/1/2011	\$51.850		
POWDERMEN & BLASTER	12/1/2008	\$46.100	6/1/2009	\$47.100	12/1/2009	\$48.100	6/1/2010	\$49.100
	12/1/2010	\$50.350	6/1/2011	\$51.350	12/1/2011	\$52.600		
POWER SHOVEL/DERRICK/TRENCHING MACHINE	12/1/2008	\$56.340	6/1/2009	\$57.450	12/1/2009	\$58.570	6/1/2010	\$59.820
	12/1/2010	\$61.070						
PUMP OPERATOR (CONCRETE)	12/1/2008	\$56.340	6/1/2009	\$57.450	12/1/2009	\$58.570	6/1/2010	\$59.820
	12/1/2010	\$61.070						
PUMP OPERATOR (DEWATERING, OTHER)	12/1/2008	\$46.290	6/1/2009	\$47.110	12/1/2009	\$47.930	6/1/2010	\$48.850
	12/1/2010	\$49.780						

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27B. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 4/2/2009

Rate Sheet: NEWTON

Job ID: 127591

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DEVAL L. PATRICK
Governor
TIMOTHY F. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE NOEL
Director
LAURA M. MARLIN
Commissioner

Awarding Authority: CITY OF NEWTON

Contract Number: 0976

City/Town: NEWTON

Description Of Work: STANDING TREE REMOVAL / TREE TRIMMING WORKS

Job Location: VARIOUS

Classification	Effective Dates and Total Rates							
READY-MIX CONCRETE DRIVER	5/1/2008	\$39.140	5/1/2009	\$40.520	5/1/2010	\$41.080	5/1/2011	\$41.690
RECLAIMERS	12/1/2008	\$56.020	6/1/2009	\$57.130	12/1/2009	\$58.230	6/1/2010	\$59.470
	12/1/2010	\$60.720						
RESIDENTIAL WOOD FRAME CARPENTER ***	3/1/2009	\$35.620						
RIDE-ON MOTORIZED BUGGY OPERATOR	12/1/2008	\$45.350	6/1/2009	\$46.350	12/1/2009	\$47.350	6/1/2010	\$48.350
	12/1/2010	\$49.600	6/1/2011	\$50.600	12/1/2011	\$51.850		
ROLLER/SPREADER/MULCHING MACHINE	12/1/2008	\$56.020	6/1/2009	\$57.130	12/1/2009	\$58.230	6/1/2010	\$59.470
	12/1/2010	\$60.720						
ROOFER (Inc. Roofer Waterproofing & Roofer Dampproofg)	2/1/2009	\$53.860						
SHEETMETAL WORKER	2/1/2009	\$61.020	8/1/2009	\$62.270	2/1/2010	\$63.520		
SIGN ERECTOR	6/1/2008	\$35.520	6/1/2009	\$37.780				
SLATE / TILE / PRECAST CONCRETE ROOFER	2/1/2009	\$54.110						
SPECIALIZED EARTH MOVING EQUIP < 35 TONS	12/1/2008	\$42.550						
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	12/1/2008	\$42.840						
SPRINKLER FITTER	3/16/2009	\$66.950	9/16/2009	\$68.450	3/16/2010	\$69.700		
STEAM BOILER OPERATOR	12/1/2008	\$56.020	6/1/2009	\$57.130	12/1/2009	\$58.230	6/1/2010	\$59.470
	12/1/2010	\$60.720						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	12/1/2008	\$56.020	6/1/2009	\$57.130	12/1/2009	\$58.230	6/1/2010	\$59.470
	12/1/2010	\$60.720						
TELECOMMUNICATION TECHNICIAN	3/1/2009	\$51.620	9/1/2009	\$52.540	3/1/2010	\$53.470	9/1/2010	\$54.410
	3/1/2011	\$55.330						
TERRAZZO FINISHERS	2/1/2009	\$64.260	8/1/2009	\$66.060	2/1/2010	\$66.950	8/1/2010	\$68.850
	2/1/2011	\$69.840	8/1/2011	\$71.940	2/1/2012	\$72.930		
TEST BORING DRILLER	12/1/2008	\$46.500	6/1/2009	\$47.500	12/1/2009	\$48.500	6/1/2010	\$49.500
	12/1/2010	\$50.750	6/1/2011	\$51.750	12/1/2011	\$53.000		
TEST BORING DRILLER HELPER	12/1/2008	\$45.220	6/1/2009	\$46.220	12/1/2009	\$47.220	6/1/2010	\$48.220
	12/1/2010	\$49.470	6/1/2011	\$50.470	12/1/2011	\$51.720		
TEST BORING LABORER	12/1/2008	\$45.100	6/1/2009	\$46.100	12/1/2009	\$47.100	6/1/2010	\$48.100
	12/1/2010	\$49.350	6/1/2011	\$50.350	12/1/2011	\$51.600		
TRACTORS/PORTABLE STEAM GENERATORS	12/1/2008	\$56.020	6/1/2009	\$57.130	12/1/2009	\$58.230	6/1/2010	\$59.470
	12/1/2010	\$60.720						
TRAILERS FOR EARTH MOVING EQUIPMENT	12/1/2008	\$43.130						
TUNNEL WORK (COMP. AIR HAZ. WASTE)	12/1/2008	\$59.180	6/1/2009	\$60.430	12/1/2009	\$61.680	6/1/2010	\$62.930
	12/1/2010	\$64.180	6/1/2011	\$65.430	12/1/2011	\$66.680		
TUNNEL WORK (COMPRESSED AIR)	12/1/2008	\$57.180	6/1/2009	\$58.430	12/1/2009	\$59.680	6/1/2010	\$60.930
	12/1/2010	\$62.180	6/1/2011	\$63.430	12/1/2011	\$64.680		
TUNNEL WORK (FREE AIR HAZ. WASTE)	12/1/2008	\$51.250	6/1/2009	\$52.500	12/1/2009	\$53.750	6/1/2010	\$55.000
	12/1/2010	\$56.250	6/1/2011	\$57.400	12/1/2011	\$58.750		
TUNNEL WORK (FREE AIR)	12/1/2008	\$49.250	6/1/2009	\$50.500	12/1/2009	\$51.750	6/1/2010	\$53.000
	12/1/2010	\$54.250	6/1/2011	\$55.500	12/1/2011	\$56.750		

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27B. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 4/2/2009

Rate Sheet: NEWTON

Job ID: 127591

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DEVAL L. PATRICK
Governor
TIMOTHY F. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE NOEL
Director
LAURA M. MARLIN
Commissioner

Awarding Authority: CITY OF NEWTON

Contract Number: 0976

City/Town: NEWTON

Description Of Work: STANDING TREE REMOVAL / TREE TRIMMING WORKS

Job Location: VARIOUS

Classification	Effective Dates and Total Rates			
VAC-HAUL	12/1/2008	\$42.550		
WAGON DRILL OPERATOR	12/1/2008	\$45.350	6/1/2009 \$46.350	12/1/2009 \$47.350
	12/1/2010	\$49.600	6/1/2011 \$50.600	12/1/2011 \$51.850
WASTE WATER PUMP OPERATOR	12/1/2008	\$56.340	6/1/2009 \$57.450	12/1/2009 \$58.570
	12/1/2010	\$61.070		6/1/2010 \$59.820
WATER METER INSTALLER	3/1/2009	\$65.500	9/1/2009 \$67.000	3/1/2010 \$68.250

* If 30% or more of surfaces to be painted are new construction, NEW paint rates shall be used.

** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement.

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27B. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 4/2/2009

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COMMONWEALTH OF MASSACHUSETTS

Division of Occupational Safety

Minimum wage rates for apprentices employed on public works projects are listed below as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprentice Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprentice Training in accordance with M.G.L. c. 23, ss. 11E-11L.

City/Town: NEWTON		All steps are 6 months (1000 Hours) unless otherwise specified**									
Classification	Ratio*	1	2	3	4	5	6	7	8	9	10
ASBESTOS INSULATOR (Pipes & Tanks)	1:4	50	60	70	80						
				Steps are 1 year							
BOILERMAKER	1:5	65	65	70	75	80	85	90	95		
BRICK/PLASTER/CEMENT MASON	1:5	50	60	70	80	90					
CARPENTER	1:5	50	60	70	75	80	80	90	90		
CARPENTER (Residential Wood Frame)	1:5	60	60	65	70	75	80	85	90		
ELECTRICIAN	2:3***	40	40	45	45	50	55	60	65	70	75
				App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80							
ELEVATOR CONSTRUCTOR	1:1	50	55	65	70	80					
				Steps 1-2 are 6 mos.; Steps 3-5 are 1 year							
FLOORCOVERER	1:1	50	55	60	65	70	75	80	85		
				Steps are 750 hrs.							
GLAZIER	1:1	50	55	60	65	70	75	80	90		
				Steps are 750 hrs.							
HOIST/PORT. ENG.	1:6	55	60	65	70	75	80	85	90		
IRONWORKER		60	70	75	80	85	90				
		Structural 1:6; Ornamental 1:4									
LABORER	1:5	60	70	80	90						
MARBLE-TILE-TERRAZZO FINISHER	1:3	50	60	70	80	90					
				Steps are 800 hrs.							
MARBLE-TILE-TERRAZZO MECHANIC	1:3	50	60	70	80	90					
MILLWRIGHT	1:5	50	55	60	65	70	75	80	85		
PAINTER	1:1	50	55	60	65	70	75	80	90		
				Steps are 750 hrs.							
PILE DRIVER	1:3	60	65	70	75	80	85	90	95		
PIPEFITTER	**	40	45	60	70	80					
	** 1:3; 3:15; 1:10 thereafter			Steps are 1 year							

* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.

** Multiple ratios are listed in comment field.

*** The job site ratio of 2 apprentices(App) for every 3 journeymen(JM) is allowed as follows:

1 JM: 1 App; 2-3 JM: 2 App; 4-6 JM: 4 App; 7- 9 JM: 6 App; 10- 12 JM: 8 App; 13-15 JM: 10 App; etc

**** The job site ratio of 2 apprentices(App) for every 3 journeymen(JM) is allowed as follows:

1-2 JM: 1 App; 3-4 JM: 2 App; 5 JM: 3 App; 6-7 JM: 4 App; 8 JM: 5 App; etc

Issue Date: 4/2/2009

Rate Sheet: NEWTON

Job ID: 127591

COMMONWEALTH OF MASSACHUSETTS

Division of Occupational Safety

Minimum wage rates for apprentices employed on public works projects are listed below as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprentice Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprentice Training in accordance with M.G.L. c. 23, ss. 11E-11L.

City/Town: NEWTON		All steps are 6 months (1000 Hours) unless otherwise specified**									
PLUMBER	**	35	40	55	65	75					
** 1:2; 2:6; 3:10; 4:14; 5:19		Steps are 1 year; Step 4 w/ license-70; Step 5 w/ license-80									
REFRIGERATION / AC MECHANIC	**	40	45	60	70	80					
** 1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Steps are 1 year									
ROOFER	**	50	60	65	75	85					
** 1:5, 2:6 -10 thereafter 1:10 (or portion thereof)		Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.									
ROOFER (REROOFING)	**	50	60	65	75	85					
** 1:4; Thereafter 1:1		Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.									
SHEET METAL WORKER	1:4	40	45	50	60	65	75	85			
		Steps 1-3 are 1 year; Steps 4-7 are 6 mos.									
SIGN ERECTOR	1:1	50	55	60	65	70	75	80	85	90	
		Steps are 4 mos.									
SPRINKLER FITTER	1:1	40	45	50	55	60	65	70	75	80	85
TELECOMMUNICATION TECHNICIAN	1:1	40	45	50	55	60	65	75	80		

* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.

** Multiple ratios are listed in comment field.

*** The job site ratio of 2 apprentices(App) for every 3 journeymen(JM) is allowed as follows:

1 JM: 1 App; 2-3 JM:2 App; 4-6 JM: 4 App; 7- 9 JM: 6 App; 10- 12 JM: 8 App; 13-15 JM: 10 App; etc

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Issue Date: 4/2/2009

Rate Sheet: NEWTON

Job ID: 127591

The Massachusetts Prevailing Wage Law

M.G.L. ch. 149, §§ 26 – 27

NOTICE TO AWARDING AUTHORITIES

- 'The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- 'You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- 'The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- 'Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108
-

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

_____, 200_____

I, _____,
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

_____ on the _____
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108

Print Name & Title:

[illegible]

NOTE: Every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority.

NOTE: The following are the specifications and scope of work for the City of Newton's Annual Tree Maintenance and Tree Removal Contracts. It is the intention of the City to award one contract for – Category A Tree Removal – to the lowest responsible bidder, and one contract for – Category B - Tree pruning, Tree Maintenance and Tree Emergency Services – to the lowest responsible bidder. The City will award both contracts to one vendor if they are the lowest responsible bidder on each. Please be advised that if awarded to one vendor they are required to meet all requirements combined. This includes all crew/equipment requirements, quantities and response times. Bidders are NOT required to bid on both categories.

CATEGORY A - TREE REMOVAL

This section pertains to all activities defined as tree removal and its associated bid items.

CITY OF NEWTON DEPARTMENT OF PARKS AND RECREATION SPECIFICATIONS FOR TREE REMOVAL

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- 2.0 Contract Term
- 3.0 Powers and Duties of Commissioner

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- 5.0 Qualification of Bidders
- 6.0 Prevailing Wage Rates
- 7.0 Insurance and Indemnification Requirements
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- 10.0 Interpretation of Contract
- 11.0 Liquidated Damages
- 12.0 Standards and Definitions
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PART THREE - MEASUREMENT AND PAYMENT

- 22.0 Measurement
- 23.0 Payment
- 24.0 Bid Items

INTRODUCTION

1.0 Scope and Intent

- 1.1. The City of Newton intends to award a contract to a vendor to perform tree removal services in relation to all City owned trees and property in Newton. Work under this contract if awarded pursuant to the Bid shall consist of furnishing all labor, materials, and equipment required to accomplish both scheduled and urgent tree removal activities. All work shall be performed under the direction of the Commissioner of Parks and Recreation in his/her capacity as Tree Warden
- 1.2. The City anticipates the scheduled work required for this contract will take place periodically throughout the year as work volume and budget allows. This will typically mean five to ten days per month March through November and one to three days per month December through February. The city retains the right to schedule work as it deems necessary depending on need and funding.
- 1.3. Work under this contract includes the removal of whole trees or portions of trees as directed by the City.
- 1.4. The Contractor must be aware that the City will pay for the removal of trees, whole and in part, based on the amounts listed in the bid form. The **majority** of removals will be paid for based on the tree's size and corresponding unit price. At the City's option removals may be paid for based on the equipment and personnel used on an hourly basis. If work is done hourly the City will only pay for personnel and equipment that it requests and will be paid for based on the amounts listed in the bid form
- 1.5. The City of Newton reserves the right to work with its own work force or other contractor(s) as necessary.
- 1.6. **Areas of Special Importance:** It is expected and required that all Bidders closely read each section of these specifications. The following sections should be closely considered.

11.1 Liquidated Damages

13.1 – 13.4 Work Scheduling and Hours
16.13, 16.20, 16.21, 16.24 Equipment Requirements
17.1, 17.7 General Personnel Requirements
19.2, 19.7 Tree Removal and Quality Control
20.0 entire section Stump Grinding Procedures and Quality Control

2.0 Contract Term

- 2.1. The initial term of this contract will be for one year, from July 1, 2009 through June 30, 2010. The City of Newton shall have the option to renew the contract for up to two additional one-year terms with no change in the contract conditions or bid prices. The City shall retain sole discretion in the exercise of each option to renew. The exercise of each renewal option shall be further subject to the appropriation of necessary funds and satisfaction with present contractor

3.0 Powers and Duties of Commissioner

- 3.1. For the purposes of this contract, the City of Newton is acting through its Commissioner of Parks and Recreation who, by delegation and local ordinance, has control over and is responsible for the care and removal of all trees on City playgrounds, schools, recreation lands and conservation land. The Commissioner also performs the function of Tree Warden, in accordance with the Massachusetts General Laws, Chapter 87 entitled "Shade Trees", has authority over, control and supervision of all trees which now or which may hereafter exist upon any public street or highway in this City, and over all trees which exist upon any private property in this City, when such trees are in such hazardous condition as to affect adversely the public health, safety, and welfare. The term Commissioner shall mean Commissioner of Parks and Recreation and his/her designee.
- 3.2. This contract shall apply to work on all trees located on City land, all public shade trees, and all trees on private land, which the Commissioner may remove in his/her capacity as Tree Warden.

- 3.3. In the exercise of all or any of the powers herein granted, the Tree Warden shall have the authority to delegate all or any part of his/her powers and duties with respect to the supervision and control of this contract to his/her subordinates and assistants in the employ of the City of Newton as he/she may determine.
- 3.4. The Commissioner intends to designate a “Contract Supervisor” from within the subordinates and assistants in the employ of the Parks and Recreation Department.

CONTRACT BIDDING INFORMATION AND REQUIREMENTS

4.0 Contract Value

- 4.1. All bids shall be based on the quantities set forth on the Bid Form. These quantities shall be used as a basis for the comparison of the bidders’ proposals, and for determining an estimated annual contract value.
- 4.2. While the quantities are based on the City’s best estimates of work to be performed during the term of this contract, the City reserves the right to increase or diminish the amount of any class or portion of the actual work in accordance with its actual requirements without change of price per unit.
- 4.3. Nothing herein shall be construed as a guarantee of the quantity of work to be performed under this contract and the Contractor will be paid only for actually performed pursuant to the contract.

5.0 Qualification of Bidders

- 5.1. Bidding on this contract shall be limited to individuals, companies, partnerships, and corporations actively engaged in the field of arboriculture.
- 5.2. Bidders shall have a minimum of five years of tree removal and tree maintenance experience. Proof is required at time of bidding.
- 5.3. Bidders shall be required to provide evidence of successful performance of contracts within the past five years similar in scope and size to specifications called for in this contract.
- 5.4. Bidders shall demonstrate competence, experience and financial capability to carry out the full terms of this contract.
- 5.5. Bidders shall be required to demonstrate to the satisfaction of the City as a condition of contract award that they possess vehicles and equipment sufficient for the successful performance of this contract and which substantially meets the specifications as set forth in this document.
- 5.6. The City reserves the right, prior to the award of this contract, and any other time during the contract to inspect the serviceability of any and all equipment, which will be used by the Contractor for work, called for in terms of this contract.

6.0 Prevailing Wage Rates

- 6.1. The minimum wage rates to be used for this contract are shown in the attached appendices. The contractor shall sign and submit the Statements of compliance as directed by State Law.
- 6.2. The contractor shall submit weekly prevailing wage certified payroll sheets along with each invoice for payment from the City.
- 6.3. Failure to include weekly prevailing wage certified payroll sheets along with each invoice will delay payment from the City. Invoices will not be process until the information is included.

7.0 Insurance and Indemnification Requirements

- 7.1. The Contractor acknowledges and agrees that it is performing services here under as an independent contractor and accordingly the City shall not be liable for injuries or death to employees, agents, or servants of the Contractor or anyone for whose actions the Contractor may be liable, including injuries which may occur on or near any transmission of power lines.

- 7.2. The Contractor agrees and acknowledges that it is acting as an independent contractor in the performance of Forestry services pursuant to this contract. The Contractor shall be responsible for all the acts of its employees and agents. The Contractor shall indemnify, hold harmless and defend the City and its agents and its employees from and against all claims, damages, losses and expenses, including attorney fees arising out of, or resulting from the performance of the services to be performed under this agreement, provided that each such claim, damage, loss, or expense; (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from and (2) is caused in whole or in part by any act or omission of the Contractor, any of the Contractor's employees or agents, or subcontractors, or anyone for whose acts the Contractor may be liable, regardless of whether or not it is caused in part by a party identifiable hereunder.
- 7.3. The Contractor shall carry and maintain at all times during the term of the contract, insurance in such form and amounts as specified below, as shall protect the Contractor and any subcontractor performing work covered by this contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operations under this contract, whether such operations be by the Contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them. The coverage and amounts of such insurance shall be as follows:

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$500,000 each occurrence
	\$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person
	\$1,000,000 aggregate
Property Damage	\$300,000

The City shall be named as additional insureds on the Contractor's Liability Policies.

The Contractor shall not commence the work until proof of compliance with this has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.

The Contractor shall file the original and one certified copy of all policies with the City within ten (10) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

- 7.4. Said policies shall be so written that the City of Newton will be notified in the event of cancellation at least thirty days prior to the effective date of such cancellation. Certificates in quintuplicate from the insurance carrier stating the limits of liability and expiration date shall be filed with the City of Newton before operations are begun. Current Certificates of Insurance shall be filed with the City annually on or before the policy expiration dates as stated on the Certificate.
- 7.5. Such Certificates shall contain a statement referring specifically to this contract to the effect that all insurance coverage herein required has been provided; except that in the case of compensation insurance Certificates must be filed before a contract award can be made. Signatures on all Certificates must be files before a contract award can be made. Signatures on all Certificates and/or insurance forms must be original signatures. Attention of bidders is called to the requirements of the Massachusetts General Law, Chapter 149, Section 34A, relating to proof of compliance regarding certain insurance before a contract may be awarded.

8.0 Permits

- 8.1. The Contractor and employees must be fully licensed by the appropriate State and Federal agencies. The Contractor shall secure and pay all permits, bonds, governmental fees and licenses necessary for the proper execution of the required work.

9.0 Observance of Laws

- 9.1. The Contractor shall fully comply with all Federal, State, and Local Regulations and Ordinances within the City of Newton.

10.0 Interpretation of Contract

- 10.1. This contract is to be interpreted in accordance with the Laws of the Commonwealth of Massachusetts. If any part of this contract or the contract documents or their application to any situation shall to any extent be invalidated or contrary to law, the remainder of the contract and the contract documents and the application to other situations of any provision found invalid as to any situation, shall not be affected thereby.

11.0 Liquidated Damages

- 11.1. The City shall be entitled to assess liquidated damages against the Contractor for its failure to properly and completely remove trees or parts of trees as assigned. The contractor agrees that the liquidated damages provided herein are not penalties but represent a fair measure of damages which will be sustained by Newton in the event the Contractor fails to properly grind the stump in the specified time frame, fails to remove any part of the tree, and fails to thoroughly clean the site of the debris generated during the tree removal operation. The liquidated damages are \$500 for each violation. The City shall have the right to withhold the amount of liquidated damages assessed by it from any payment owed to the Contractor as a credit or set-off of such amount

12.0 Standards and Definitions

- 12.1. All Tree Maintenance and Removal Activities shall conform to the following:

- a. American National Standards Institute (ANSI): Standard A300-2008 Standard Practices for Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance
- b. American National Standards Institute (ANSI): Standard Z-133.1.-2006 Safety Requirements for Tree Care Operations – Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and Cutting Brush
- c. All other applicable Occupational Safety and Health Administration (OSHA) standards, and state and local regulations.

12.1 American National Standards Institute- (ANSI) is the private, non-profit organization that administers the safety and maintenance regulations for the Tree Care Industry.

12.2 Contract Supervisor- the individual or designated representative responsible for insuring the requirements of this contract are adhered to.

12.3 D.B.H.- Diameter at breast height. The location on a tree 4.5 feet above ground where the diameter of the tree is measured. Diameter will be measured to the nearest full inch.

12.4 Occupational Safety & Health Administration- (OSHA) is the Federal agency responsible for insuring worker safety.

12.5 Standard Work Hours- shall be Monday through Friday from 7:00 AM to 3:30 PM. This only applies to work being paid for on an hourly basis.

12.6 Overtime Work Hours- shall be any work which the City requests the Contractor to commence or perform between 3:30 PM and 7:00 AM Monday through Friday, and anytime on Saturday, Sunday or City of Newton Holidays. This only applies to work being paid for on an hourly basis.

12.7 Stump- The portion of the tree attached to the roots after the trunk is cut typically located between the trunk and ground. SEE STUMP REMOVAL SECTION FOR OTHER DETAILS.

- 12.8 Trunk/butt- the main stem of a tree apart from limbs and roots typically located between the crown of the tree and the stump and roots.
- 12.9 Crown- head of foliage of a tree or shrub consisting of branches typically located at the upper portion of the trunk.
- 12.10 Branches- the woody structures of a tree connected to the trunk

13. Work Scheduling and Hours

- 13.1 The City intends on having scheduled tree removal activities on a regular basis throughout the year. The City will regularly notify the Contractor of the schedule for upcoming work. The City will make every effort to notify the contractor between 5 and 10 business days prior to needing its services. The contractor will be required to be in the City of Newton working for the City on the date(s) designated by the Contract Supervisor.
- 13.2 During urgent situations the City may request the contractor to perform work for the City with as little as 24 hours advance notice. The contractor will be required to be in the City of Newton working for the City as requested by the Contract Supervisor.
- 13.3 Standard work hours shall be Monday through Friday from 7:00 AM to 3:30 PM. The contractor is required to be in the City ready to work no later than 7:00 AM.
- 13.4 All Crew members are to report to the City and to the Contract Supervisor for work by no later than (5) five minutes following the start of Standard work hours. Failure to show up on time may result in the City not providing work for the crew and not paying the crew for work that day. If a crew member or members repeatedly show up late for work the City may ask for new personnel. Repeated and frequently late crews may result in termination of the contract. The City will not tolerate late workers or work crews.
- 13.5 The City's Contract Supervisor will create daily work orders to schedule and assign the work crew(s).
- 13.6 The Contractor's crew shall be required to turn in the daily work orders to the Contract Supervisor at the end of each work day. The completed locations are to be initialed by the crew leader. Should the end of the work day extend beyond the regularly scheduled time the Contractor will be provided with the method for turning in the work order. Failure to turn in the completed daily work orders to the Contract Supervisor at the end of the day will result in the City not paying for the work completed by the contractor that day and may result in a delay in assigning work the following work day.
- 13.7 Work orders will be in the form of paper slips and/or small electronic devices (PDA's, Sprint Nextel phone, or other similar device). They will be issued daily to the crew leader.
- 13.8 If issued, any electronic device will be provided by the City at the City's cost to the crew and given to the crew leader. This device is not to be damaged and care is to be taken by the crew to avoid damage. If it is found that the device is willfully damaged or damaged due to careless behavior it will be the contractor's responsibility to replace or repair the device at the City's discretion.
- 13.9 If issued, the electronic device must be in the crew's possession in the vehicle during all working hours. The contractor is advised that this electronic device may contain a GPS tracking unit for purposes of tracking the time, duration and location of the crew's work. The contractor will be notified when GPS tracking is going to take place. At all times the device will remain the property of the City of Newton. Upon completion of the contract the electronic device is to be returned to the City.

14. General Standards

- 14.1 The Contractor's work shall be done in a workmanlike manner and performance thereof and all materials and facilities furnished by him shall be to the satisfaction of the Commissioner.
- 14.2 All work areas shall be kept in such a manner so as to cause as little inconvenience as possible to the general public and adjacent property owners. When it is necessary to close pedestrian walks, vehicular traffic lanes or private access roads and drives, the Contractor shall provide personnel. Barricades, warning signs, cones, flags or other means required by governing rules and ordinances, along with notifying the affected property owner or resident. Driveways are not to be blocked with debris at any time.

- 14.3 In the event the City's Contract Supervisor determines that a police detail is required during the performance of work under this contract, the City shall arrange for said detail, the cost of which will be borne by the City. The City shall have sole discretion to determine when a police detail is required.
- 14.4 The Contractor is required to maintain all work areas in a safe fashion, especially during times when a police detail is not required. The Contractor will set up all necessary caution signs, high visibility flags, traffic cones, etc., at all times while working in the City.
- 14.5 All wood, brush and debris must be disposed of properly and in compliance with the requirements as pursuant to the provisions contained herein. Any wood left must not block vehicular or pedestrian traffic, and/or access to homes, or other private or public property (except as otherwise directed by the Contract Supervisor).
- 14.6 The Contractor shall carefully protect against damage to all existing trees and plants. The contractor shall be liable for any and all damage to such trees, plants, real property and vehicles, and shall replace, repair, restore or provide for returning the same to their original condition, to the satisfaction of the Contract Supervisor.

15. Requirements Regarding Private Property

- 15.1 The normal access to a job site shall be along public roadways. Should work require the Contractor to place equipment and/or personnel on private property, the Contractor shall obtain the property owner's permission in writing and shall notify the Contract Supervisor prior to the work. The Contract Supervisor shall provide a permission/indemnification form to be used for this purpose.
- 15.2 The Contractor shall be required to deal directly with private citizens with respect to repairing and/or replacing damaged bushes, shrubs, and other damage to private property that may be caused by the Contractor in connection with work performed pursuant to this contract. A report in writing concerning such damage and action taken to correct the damages shall be given to the Commissioner of the Parks and Recreation Department.
- 15.3 The Contractor shall respond to the Commissioner within 24 hours in regards to all complaints of damage to private property alleged to have been caused by work performed by the Contractor. In case of such damage, the Contractor shall be required to make arrangements with the homeowner to remedy the damage. The Contractor shall make or effectuate any such repairs within thirty (30) days of the date of the damage, or within such additional times as agreed in writing between the Contractor and homeowner.
- 15.4 In order to assist the City in the processing of claims for property damage, the Contractor shall be, at the City's discretion, required to prepare a written report, on a form to be provided by the Commissioner of Parks and Recreation, as to the condition of the tree in each instance when the Contractor removes a tree and/or limb which has damaged private property including automobiles and damage to residential and commercial property.
- 15.5 The Contractor shall provide written reports and respond to requests by the Commissioner and/or the City Solicitor's Office related to investigations of claims against the City for property damage and personal injuries claimed to be caused by incidents of falling trees or limbs including, wherever possible, reports of damage caused by trees that fall during storm conditions.

16. Equipment Requirements

- 16.1 Equipment used by the contractor in the performance of this contract must substantially meet or exceed the following specifications and requirements:
- 16.2 Aerial Bucket Truck
- 16.2.1 Minimum working height, 60 feet verified by lift serial number.
 - 16.2.2 Minimum horizontal side reach, 45 feet with full continuous rotation.
 - 16.2.3 Single fiberglass basket, minimum 300 lbs. Capacity, polyethylene basket liner.
 - 16.2.4 Safety belt and lanyard
 - 16.2.5 Fail safe controls, etc. at aerial bucket and base of aerial boom.
 - 16.2.6 Must be insulated and have the Dielectric test required annually.
 - 16.2.7 Contractor must own or lease at least 1 (one) of these trucks

16.3 Aerial Bucket Truck Forestry Style:

- 16.3.1 Aerial bucket truck equipped with dumping chip body.
- 16.3.2 Minimum working height, 60 feet verified by lift serial number.
- 16.3.3 Minimum horizontal side reach, 45 feet with full continuous rotation.
- 16.3.4 Single fiberglass basket, minimum 300 lbs. Capacity, polyethylene basket liner.
- 16.3.5 Safety belt and lanyard
- 16.3.6 Fail safe controls, etc. at aerial bucket and base of aerial boom.
- 16.3.7 15 cubic yard dumping chip body
- 16.3.8 Dump body must be equipped with a hoist.
- 16.3.9 Tow hitch capable of towing specified chipper
- 16.3.10 Must be insulated and have the Dielectric test required annually.
- 16.3.11 Contractor must own or lease at least 1 (one) of these trucks

16.4 Aerial Bucket Truck with elevator

- 16.4.1 Minimum working height, 70 feet verified by lift serial number.
- 16.4.2 Minimum horizontal side reach, 45 feet with full continuous rotation.
- 16.4.3 Single fiberglass basket, minimum 300 lbs. Capacity, polyethylene basket liner.
- 16.4.4 Safety belt and lanyard
- 16.4.5 Fail safe controls, etc. at aerial bucket and base of aerial boom.
- 16.4.6 Must be insulated and have the Dielectric test required annually.
- 16.4.7 Contractor must own or lease at least 1 (one) of these trucks

16.5 Chipper

- 16.5.1 Chipping capacity minimum 18 inch diameter
- 16.5.2 Approximate Length 16'
- 16.5.3 Approximate Height 9'
- 16.5.4 Approximate Width 7'
- 16.5.5 Gross weight 7,500 lbs.
- 16.5.6 Minimum infeed opening dimensions 56" wide x 38" high
- 16.5.7 Minimum Throat opening dimensions 20" wide x 15" high
- 16.5.8 Winch mounted to chipper immediately above infeed opening
- 16.5.9 Horsepower a minimum of 170hp
- 16.5.10 Contractor must own or lease at least 3 (three) of these chippers

16.6 Log Loader

- 16.6.1 Model 2124 Prentice Log Loader or equal.
- 16.6.2 Must be mounted on a rubber tire vehicle with a minimum of 10 wheels and have a minimum GVWR of 80,000 pounds.
- 16.6.3 Main Boom with a minimum reach of 20 feet.
- 16.6.4 Travel height not to exceed 13 feet 6 inches
- 16.6.5 Log Loader vehicle must have a solid steel frame enclosure body compartment that is open on top and an opening located in the back.
- 16.6.6 The vehicle shall be equipped with necessary lights, including emergency flashing lights for maximum visibility, etc.
- 16.6.7 Must meet or exceed all State & Federal department of transportation requirements in reference to the over the road use of a Log Loader vehicle.
- 16.6.8 Must meet or exceed all OSHA safety standards.
- 16.6.9 Must have wheel chocks. Must have the latest safety features, safety guards, caution/warning information. Etc. in reference to a Log Loader vehicle.
- 16.6.10 Body capacity must be a minimum of 40 cubic yards.
- 16.6.11 Contractor must own or lease at least 2 (two) of these trucks and must be available to City on request

16.7 Dump truck

- 16.7.1 Medium Duty truck with mounted dumping body.
- 16.7.2 Minimum GVWR, 17,500 pounds
- 16.7.3 Solid steel frame enclosure body compartment that is open on top and an opening located in the back. Minimum of 3 cubic yards

- 16.7.4 Dump body must be equipped with a hoist.
- 16.7.5 Tow hitch capable of towing specified chipper or stump grinder
- 16.7.6 Contractor must own or lease at least 2 (two) of these trucks and must be available to City on request

16.8 Large Capacity Chip truck

- 16.8.1 Medium Duty truck with mounted dumping body.
- 16.8.2 Minimum GVWR, 24,000 pounds
- 16.8.3 Solid steel frame enclosure body compartment that is fully enclosed except for an opening located in the back. Minimum of 25 cubic yards
- 16.8.4 Dump body must be equipped with a hoist.
- 16.8.5 Tow hitch capable of towing specified chipper or stump grinder
- 16.8.6 Contractor must own or lease at least 3 (three) of these trucks and must be available to City on request

16.9 Crane

- 16.9.1 Minimum of 30 ton Capacity
- 16.9.2 Minimum of 100 feet of crane extension
- 16.9.3 Minimum Tip Height 160 feet
- 16.9.4 360 degree working area
- 16.9.5 Mounted on suitable, truck with minimum GVWR of 52,000 pounds. Must meet all State, local and Federal requirements for use on public roadways
- 16.9.6 Contractor must own or lease at least 1 (one) and must be available to City on request

16.10 Stump Grinder

- 16.10.1 Approximate length 167 inches
- 16.10.2 Approximate height 78 inches
- 16.10.3 Approximate weight 4000 pounds
- 16.10.4 28 inch cutting wheel
- 16.10.5 Full protection guards around stump to reduce flying debris
- 16.10.6 Cutting wheel Swing Arc 103 inches
- 16.10.7 Wheel cut above ground 35 inches
- 16.10.8 Wheel cut below ground 25 inches
- 16.10.9 Minimum of 75 horsepower motor
- 16.10.10 Contractor must own or lease at least 1 (one) and must be available to City on request

16.11 Skid-Steer Loader

- 16.11.1 Minimum 45 Horsepower motor
- 16.11.2 Minimum Operating Capacity of 1300 pounds
- 16.11.3 Operating Weight of Approximately 5200 lbs
- 16.11.4 Rubber Tires (4)
- 16.11.5 Approximate width 60 inches
- 16.11.6 Approximate height 70 to 80 inches
- 16.11.7 Equipped with general purpose bucket minimum of 58 inches wide
- 16.11.8 Bucket capacity of a minimum of 10 cubic feet
- 16.11.9 Must have vehicle and trailer capable of towing.
- 16.11.10 Contractor must own or lease at least 1 (one) and must be available to City on request

- 16.12 All vehicles used by the contractor shall comply with safety standards established by the Department of Transportation in the State they are registered pertaining to the operation and transportation of equipment on public and private ways. All vehicles shall be equipped with required equipment and safety equipment.

- 16.13 GPS Tracking – all vehicles used for and during the execution of this contract must be equipped with a functioning GPS tracking device supplied and paid for by the Contractor. This device must be working and fully operational at all times while a vehicle is in use performing work for the City of Newton. The Contractor will provide the City 24 hour per day 365 days per year access to this tracking information through an internet based portal that in real time indicates the location, speed of travel and duration of stop time. The tracking service information found on the internet must provide the location of the vehicle at no greater than 5 minute intervals. Failure for a vehicle to have

a functioning GPS tracking device and record may result in non-payment for the hours worked when the tracking information was not available. The City is willing to work with the Contractor to find a system that meets its needs.

- 16.14 Unless otherwise noted all vehicles must be equipped with chainsaws, pole saws, gas pole saws, gas blowers, hand brooms, rakes, shovels climbing equipment, rigging equipment and other equipment commonly utilized in tree removal and other tree maintenance activities. On the first day of work the City will request that the contractor display all these items to the Contract supervisor to insure they are on the truck. Missing items are required to be placed on the truck within 24 hours of notification from the City. At any time during the duration of the contract these items are missing or working improperly the City will require they be replaced within 24 hours of notification. Periodically the City will inspect the trucks for this equipment.
- 16.15 All crews must be equipped with a Sprint Nextel brand cellular phones with the Direct Connect Feature enabled to facilitate direct communication between the Contract Supervisor and the work crews. The Sprint Nextel cell phone shall also be equipped with a voice mail function. A beeper/pager is not an acceptable means of communication with the Contract Supervisor
- 16.16 All equipment used at any time during the term of the contract shall be no older than 7 years, unless authorized by the City. This provision will be vigorously enforced by the Contract Supervisor.
- 16.17 Each of the Contractor's vehicles used in the performance of the work required of this contract shall be lettered and numbered with removable signs, one on each side, colored white with black lettering to be sized approximately three feet by two feet. It shall contain the following text: City of Newton Urban Forestry (617)796-1530 urbanforestry@newtonma.gov". It will also contain the logo of the Urban Forestry Division. The format and method of providing the logo will be worked out at the time of contract award. Upon completion of the contract these signs are to be turned in to the City.
- 16.18 While working for the City these signs must be on the trucks at all times. Failure to do so may result in nonpayment for those hours worked by the Contractor without the proper signage.
- 16.19 The Contractor shall remove all these signs from vehicles when the vehicles are not in service to the City of Newton under the terms of this contract.
- 16.20 In addition to all required safety cones and road safety devices each job site must have two "A frame" style signs approximately 3 feet tall and two feet wide. Each side of the signs shall be lettered and numbered with removable signs, one on each side, colored white with black lettering to be sized approximately three feet by two feet. It shall contain the following text: City of Newton Urban Forestry (617)796-1530 urbanforestry@newtonma.gov". It will also contain the logo of the Urban Forestry Division. The format and method of providing the logo will be worked out at the time of contract award. These signs shall be placed on the sidewalk or other similar location on either side of the job site warning pedestrians of the work and displaying the nature of the work to the public. Upon completion of the contract these signs are to be turned in to the City.
- 16.21 The Contractor shall be required from time to time show proof in a form satisfactory to the Commissioner that all of the equipment utilized in the performance of his work under the terms of this contract is on a preventative maintenance program and is on a regular routine maintenance schedule.
- 16.22 The Contractor's vehicles and equipment shall at all times be clean and in good repair and kept in a sanitary condition.
- 16.23 The Contractor shall be aware that the City does not have parking available for any equipment. Should the Contractor require Parking for its vehicles or personnel it will be up to the Contractor to find and pay for this parking.
- 16.24 The Contractor shall hold harmless and indemnify the City for all claims, including, but not limited to, claims for property damage and liability in connection with the parking of vehicles.
- 16.25 The Contractor shall notify the City immediately if any equipment is out of service and promptly notify the City once the equipment is back in service. The Contractor shall use all due diligence to promptly effect repairs to out of service equipment and/or to secure alternate equipment if necessary to effectively perform the work of this contract.

- 16.26 At the discretion of the Contract Supervisor, if equipment failures, breakdowns or other related problems occur that are jeopardizing the execution of this contract the City will require the failed equipment be replaced. Failure to replace the equipment may result in the contract being terminated.
- 16.27 The Contractor shall not allow any operator to leave any vehicles/equipment unattended with the motor running.
- 16.28 All employees or agents of the Contractor who are assigned to drive in or operate vehicles shall at all times possess and carry valid vehicle/operator's licenses, as applicable which are required for the operation of such vehicles.

17. General Personnel Requirements

- 17.1 Prior to the commencement of work the Contractor must provide a list of all employees that may perform work under this contract for the City. This list must include the name, title and a five year work history for each employee. This list is to be updated periodically by the Contractor in the event of personnel changes.
- 17.2 The Contractor shall supply sufficient personnel to perform the work in accordance with the applicable specifications and conditions listed herein. The Contractor shall employ only qualified, competent personnel to do the work; and whenever the City shall notify the Contractor in writing, that a person in charge of, or on the work site, is incompetent, unfaithful, disorderly, unsafe, under the influence of liquor and/or drugs, using insolent or improper language or is otherwise unsatisfactory in any manner, or not employed in accordance with the provisions of this contract, such persons shall no longer be assigned by the Contractor to perform work called for under the terms of this contract. The Contractor is responsible for administering any drug/ alcohol testing of his employees as required by State and Federal agencies. The Contractor must inform the City with proper documentation that such random testing was performed.
- 17.3 All Crew members are to report for work by no later than (5) five minutes following the start of the work day. Failure to show up on time may result in the City not providing work for the crew and not paying the crew for work that day. If a crew member or members repeatedly show up late for work the City may ask for new personnel. Repeated and frequently late crews may result in termination of the contract. The City will not tolerate late workers or work crews.
- 17.4 All Contractor personnel shall be dressed and be provided by the Contractor suitable work and safety clothing at all times. Clothing must contain the Contractor's name and logo making them identifiable to the public.
- 17.5 The Contractor shall provide his employees with all safety belts, helmets, eye and hearing protection and any other equipment defined as safety items by OSHA and ANSI.
- 17.6 Each worker shall be experienced and highly qualified with necessary tree work skills to successfully complete this contract, including the ability and training to perform aerial rescue. Said skills shall also include worker safety and ability to be in compliance with current OSHA and ANSI Z-133.1 standards.
- 17.7 All bidders and work crews shall be qualified to work in or near any and all high voltage electrical, cable, and telephone transmission power lines. All crew members working near overhead utility lines must have completed E.H.A.P. (Electrical Hazard Awareness Program). Prior to the start of work the Contractor must provide proof that each employee who will be working around overhead wires under this contract has completed E.H.A.P., this shall be in the form of a Certificate of Completion from the course provider and a letter from the Contractor listing each employee as being qualified to perform line clearance. No employee of the company assigned to work in Newton on any form of an Aerial Bucket truck will be allowed to work until proof is provided.
- 17.8 In the event that the Contractor and/or his employees are found to be in violation of applicable safety requirements, the Contractor will be so notified by the Contract Supervisor or persons designated by him, and said person(s) may order that work be stopped until any and all such violations are corrected.
- 17.9 The Contractor and his employees shall at all times conduct themselves in an appropriate manner. The City expects that all employees of the Contractor will interact with the public in a polite and professional manor. If the Contractor or his employees are not able to answer a question or satisfy a citizen request, then the Contractor shall refer the citizen to the Contract Supervisor as well as contact the Contract Supervisor right away.

18. Crew Definitions and Requirements

- 18.1 Crew Leader – The lead individual on all two person or greater crews. The Crew Leader must have five years of tree climbing, aerial bucket truck, tree removal experience and general vegetation management experience. Must possess a valid operator's license to operate the equipment they are using.
- 18.2 Groundperson(s) – The individual(s) responsible to assist the Crew Leader during all tree removal operations. The Groundperson must have prior experience in assisting in tree removal and general vegetation management experience. Must possess a valid driver's license and have the required skills to operate the vehicle they are assigned to.
- 18.3 Log Loader operator – The individual responsible for operating any required Log loaders or equivalent truck. Must have experience in the use and safe operation of the Log Loader. Must possess a valid Commercial driver's license and any other licenses required by the State of Massachusetts.

★ **NOTE: The following Crew descriptions only apply to work performed on an hourly basis. When work is to be paid for on a tree by tree basis the Contractor may determine the makeup of the crew(s).**

- 18.4 Aerial Bucket Truck Crew – Crew of workers who are assigned to be in Newton as requested by the City. They must consist of one Crew Leader and one Groundperson. This crew shall be equipped with an Insulated Aerial Bucket Truck Crew. This crew shall be equipped with chainsaws, pole saws, hand saw, hand loppers, gas pole saws, gas blowers, hand brooms, rakes, shovels, rigging equipment and other equipment commonly utilized in tree removal and other tree maintenance activities. Work performed by this crew will be compensated at the applicable hourly rate as outlined in this document.
- 18.5 Aerial Bucket Truck Forestry Style Crew – Crew of workers who are assigned to be in Newton as requested by the City. They must consist of one Crew Leader and one Groundperson. This crew shall be equipped with an Insulated Aerial Bucket Truck Crew with chipper that meets the requirements of this contract and must be owned by the Contractor. This crew shall be equipped with chainsaws, pole saws, hand saw, hand loppers, gas pole saws, gas blowers, hand brooms, rakes, shovels, rigging equipment and other equipment commonly utilized in tree removal and other tree maintenance activities. Work performed by this crew will be compensated at the applicable hourly rate as outlined in this document.
- 18.6 Aerial Bucket Truck with Elevator Crew – Crew of workers who are assigned to be in Newton as requested by the City. They must consist of one Crew Leader and one Groundperson. This crew shall be equipped with an Insulated Aerial Bucket Truck with Elevator. This crew shall be equipped with chainsaws, pole saws, hand saw, hand loppers, gas pole saws, gas blowers, hand brooms, rakes, shovels, rigging equipment and other equipment commonly utilized in tree removal and other tree maintenance activities. Work performed by this crew will be compensated at the applicable hourly rate as outlined in this document.
- 18.7 Log Loader Crew – The Log Loader Crew shall consist of one individual worker possessing a valid commercial driver's license and all other required licenses and permits to operate a log loader. This crew shall be equipped with a Log Loader. This crew shall be equipped with chainsaws and other equipment commonly utilized in log loader operations. The Log loader crew may be used to supplement the operations of other crews. Work performed by this crew will be compensated at the applicable hourly rate as outlined in this document.
- 18.8 Large Capacity Chip Truck Crew – The Chip Truck Crew shall consist of two individual workers possessing a valid driver's license for assigned equipment. This crew shall be equipped with a Large Capacity Chip Truck with a chipper. This crew shall be equipped with chainsaws, pole saws, gas pole saws, gas blowers, hand brooms, rakes, shovels, other equipment commonly utilized in tree pruning, tree removal and other tree maintenance activities.
- 18.9 Dump Truck Crew – The Dump Truck Crew shall consist of one individual worker possessing a valid driver's license. This crew shall be equipped with a Dump Truck. This crew shall be equipped with chainsaws, poles pruners, pole saws, gas pole saws, gas blowers, hand brooms, rakes, shovels, other equipment commonly utilized in tree pruning, tree removal and other tree maintenance activities.
- 18.10 Stump Removal Crew – From time to time the City will also remove stumps not previously included in the removal of a tree(s). When this type of work is required the City will notify the Contractor that the City will be requiring a Stump Removal Crew. The Stump Removal crew shall consist of two individual workers, a Dump Truck, a Stump Grinder, rakes, shovels, brooms, gas blowers, chain saw and other equipment commonly required for stump grinding. Both personnel shall possess a valid driver's license and be qualified to operate the stump grinder. Work performed by this crew will be compensated at the applicable hourly rate as outlined in this document.

- 18.11 Crane Crew – The Crane Crew Shall consist one individual worker possessing a valid commercial driver’s license and all other required licenses and permits to operate a crane. This crew shall be equipped with a Crane and all other roping and rigging devices required for doing tree work with cranes. The crane crew may be used to supplement the operations of other crews. Work performed by this crew will be compensated at the applicable hourly rate as outlined in this document.
- 18.12 Skid Steer Loader Crew – Shall consist of one individual worker possessing a valid operator’s license to operate a skid steer loader and the vehicle used to tow the equipment. This crew shall consist of one skid steer loader, one trailer capable of caring the skid steer loader, and one truck capable of towing the skid steer loader and trailer. This crew may be used to supplement the operations of other crews. Work performed by this crew will be compensated at the applicable hourly rate as outlined in this document.
- 18.13 Supplemental Crew Member – A Supplemental Crew Member is one individual worker possessing a valid driver’s license. At the City’s discretion they may add additional crew members to any other crew. This person may be required to perform all manners of tree maintenance, tree emergency work and vegetation management.

19. Tree Removal Procedures and Quality Control

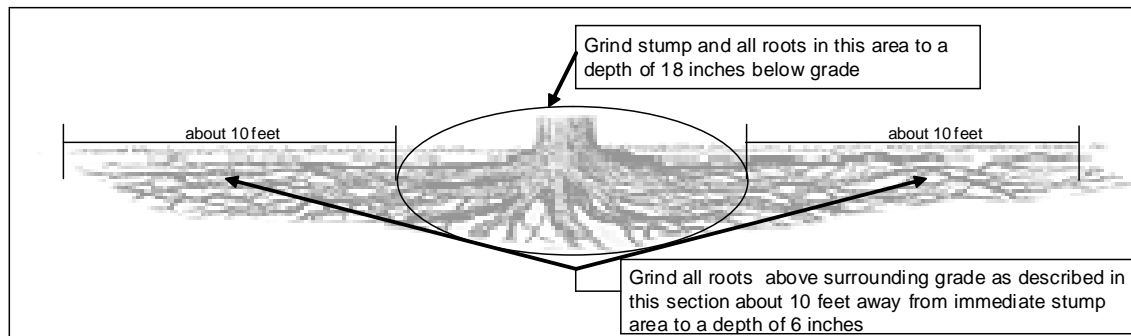
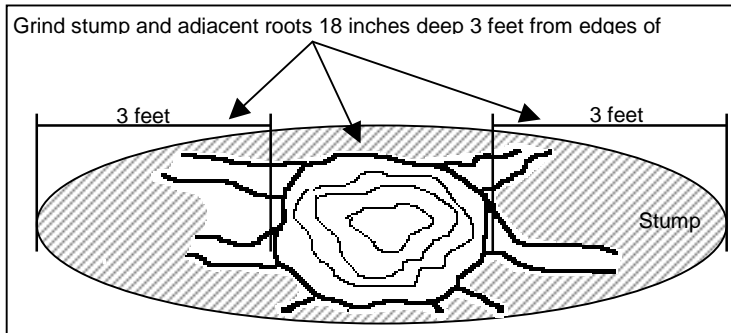
- 19.1 Trees to be removed will be marked for removal by the Contract Supervisor. The Contract Supervisor will inform the removal crew the manor of the marking, which will typically be a small metal tag with a number, or orange paint.
- 19.2 No tree is to be removed unless marked. If no mark is found on the tree the Contractor’s crew must notify the Contract Supervisor and wait for further instructions.
- 19.3 Removal of an incorrect tree or an unmarked tree will result in the Contractor being assessed a penalty of three times the monetary value of the tree removed as determined by the Contract Supervisor and may result in termination of the Contract.
- 19.4 Trees or part of trees designated to be removed shall be felled and all leaves, branches and trunks of trees properly disposed of by chipping or removal from the premises.
- 19.5 Trees are to be felled in such a manner that does not injure trees to be saved or endangers or harms the public and adjacent property.
- 19.6 Removal of all parts of each tree, excluding the stump, shall be completed on the same day that the removal process is started, including the trunk (or butt) of the tree.
- 19.7 The size of trees will be determined by the measurement of the diameter at breast height (D.B.H.). The Contract supervisor will indicate the size of the tree to the Contractor’s crew on the work order. If the Contractor disputes the size of the tree they must bring this to the attention of the Contract Supervisor PRIOR to the removal of the tree. If there is a dispute over the size of the tree the Contract Supervisor will measure the tree with the Contractor present.

20. Stump Grinding Procedures and Quality Control

- 20.1 Unless otherwise noted stump removal shall be included with the removal of all trees (unless removal is done on an hourly basis as specified by the Contract Supervisor). Stump removal may also be paid for on an hourly basis where stumps were not previously included in the removal of a tree(s). All stump removal shall conform to the specifications of this section.
- 20.2 The grinding and/ or removal of stumps and roots shall apply only to the portion of the stump and roots located on City property that is located in non paved areas not covered by impervious surfaces.
- 20.3 Removal of the stump shall mean the grinding or excavating of all portions of the tree remaining above ground and some below ground portions following the removal of the trunk and crown of the tree. This includes ALL surface roots.

20.4 The stump and roots (below and above ground) within three feet of the stump edges must be removed to a depth of 18 inches below the surrounding grade. See diagrams below.

20.5 All visible and non visible roots that are **above** the surrounding grade beyond the requirements above must be removed to a depth of six inches below the surrounding grade. Minimally it is expected that roots will be removed at a distance of 10 feet from the edges of the stump area but may be further away depending on site conditions. The Contract Supervisor will determine the extent of the stump and root removal necessary.



20.6 All chips and debris are to be shoveled from the remaining void or hole. No stump grindings are to remain.

20.7 The void left after grinding or removal shall be immediately backfilled and graded with loam to two inches above surrounding grade to allow for settling and shall be raked smooth.

20.8 The loamed area shall be seeded with an all purpose grass seed to be approved by the Contract Supervisor.

20.9 The Contractor shall be responsible for removal and disposal of the stump and all related debris.

20.10 All stumps resulting from trees removed based on the D.B.H. bid item must be removed, loamed and seeded within **2 working days** of the tree's removal. The City will withhold payment for the entire tree removal unit price until the stump has been removed, loamed and seeded per these specifications. Failure to remove stump may result in liquidated damages being assessed as noted under section 11.1.

21. Removal and Disposal of Tree and Woody Vegetation Debris

21.1 The Contractor shall be responsible for the immediate removal of all debris resulting from the work at each job site. Each job site is to be left in a condition equal to that which existed prior to the execution of work order. The Contractor shall be solely responsible for disposal of all tree debris.

21.2 The City will not pay the hourly crew rate for the time it takes to travel to the dumping location, time it takes to dump and the time to return back to the job site. Exceptions may be considered during emergencies and extenuating circumstances with prior approval by the Contract Supervisor.

21.3 The City reserves the right to retain all debris, chips and wood from work completed on City of Newton trees at no cost to the City. The City reserves the right to use this material in any way it sees fit.

MEASUREMENT AND PAYMENT

22. Measurement

- 22.1 The work of this section shall be measured by the actual unit of work for each bid item completed as authorized by the City. This includes but is not limited to tree removal, and other vegetation management services throughout the City of Newton.

23. Payment

- 23.1 Payment for work of this contract shall be made at the respective contract unit prices. No separate payment shall be made for any labor, equipment, and materials incidental to work of this contract, including but not limited to construction signs, disposal of debris, and restoration or replacement of lawns, shrubs, trees or other improvements to remain, as necessary to complete the work of this section. Quantities are given for the bid purposes only. Payment will be made on the actual quantities of work authorized by the Contract Supervisor and satisfactorily performed by the Contractor.
- 23.2 The quantities named in these specifications are given for the sole purpose as a basis for the comparison of bids. The City does not by implication or otherwise guarantee them to be even approximately correct. The contractor shall have no claim for additional compensation, or refuse to do the work called for, by reason of the actual quantities involved being greater or lesser by any amount than those called for within these specifications.
- 23.3 Billing for the work under this contract is to occur monthly unless otherwise indicated, at the City's discretion. Invoices are to be itemized based on the unit prices on the bid sheet. All invoices are to be accompanied by weekly prevailing wage certified payroll sheets.
- 23.4 Each month the Contractor is to electronically send a draft invoice to the Contract Supervisor prior to sending the actual invoice. The Contract Supervisor will review the draft and make any necessary corrections and return it back to the Contractor. At which time the Contractor is to submit the actual invoice.

24. Bid Items

- A.1. Tree Removal including Stump 0"-3" – The removal of a tree between 0" to 3" inches in D.B.H. including the stump as defined in this document.
- A.2. Tree Removal including Stump 4"-6" – The removal of a tree between 4" to 6" inches in D.B.H. including the stump as defined in this document.
- A.3. Tree Removal including Stump 7"-9" – The removal of a tree between 7" to 9" inches in D.B.H. including the stump as defined in this document.
- A.4. Tree Removal including Stump 10"-12" – The removal of a tree between 10" to 12" inches in D.B.H. including the stump as defined in this document.
- A.5. Tree Removal including Stump 13"-15" – The removal of a tree between 13" to 15" inches in D.B.H. including the stump as defined in this document.
- A.6. Tree Removal including Stump 16"-18" – The removal of a tree between 16" to 18" inches in D.B.H. including the stump as defined in this document.
- A.7. Tree Removal including Stump 19"-21" – The removal of a tree between 19" to 21" inches in D.B.H. including the stump as defined in this document.
- A.8. Tree Removal including Stump 22"-24" – The removal of a tree between 22" to 24" inches in D.B.H. including the stump as defined in this document.
- A.9. Tree Removal including Stump 25"-27" – The removal of a tree between 25" to 27" inches in D.B.H. including the stump as defined in this document.
- A.10. Tree Removal including Stump 28"-30" – The removal of a tree between 28" to 30" inches in D.B.H. including the stump as defined in this document.

- A.11. Tree Removal including Stump 31"-33" – The removal of a tree between 31" to 33" inches in D.B.H. including the stump as defined in this document.
- A.12. Tree Removal including Stump 34"-36" – The removal of a tree between 34" to 36" inches in D.B.H. including the stump as defined in this document.
- A.13. Tree Removal including Stump 37"-39" – The removal of a tree between 37" to 39" inches in D.B.H. including the stump as defined in this document.
- A.14. Tree Removal including Stump 40"-42" – The removal of a tree between 40" to 42" inches in D.B.H. including the stump as defined in this document.
- A.15. Tree Removal including Stump 43"-45" – The removal of a tree between 43" to 45" inches in D.B.H. including the stump as defined in this document.
- A.16. Tree Removal including Stump 46"-48" – The removal of a tree between 46" to 48" inches in D.B.H. including the stump as defined in this document.
- A.17. Tree Removal including Stump 49"-51" – The removal of a tree between 49" to 51" inches in D.B.H. including the stump as defined in this document.
- A.18. Tree Removal including Stump 52"-54" – The removal of a tree between 52" to 54" inches in D.B.H. including the stump as defined in this document.
- A.19. Tree Removal including Stump 55"-57" – The removal of a tree between 55" to 57" inches in D.B.H. including the stump as defined in this document.
- A.20. Tree Removal including Stump over 57" – The removal of a tree over 57" inches in D.B.H. including the stump as defined in this document.
- A.21. Tree Removal not including Stump 0"-3" – The removal of a tree between 0" to 3" inches in D.B.H. not including the stump as defined in this document.
- A.22. Tree Removal not including Stump 4"-6" – The removal of a tree between 4" to 6" inches in D.B.H. not including the stump as defined in this document.
- A.23. Tree Removal not including Stump 7"-9" – The removal of a tree between 7" to 9" inches in D.B.H. not including the stump as defined in this document.
- A.24. Tree Removal not including Stump 10"-12" – The removal of a tree between 10" to 12" inches in D.B.H. not including the stump as defined in this document.
- A.25. Tree Removal not including Stump 13"-15" – The removal of a tree between 13" to 15" inches in D.B.H. not including the stump as defined in this document.
- A.26. Tree Removal not including Stump 16"-18" – The removal of a tree between 16" to 18" inches in D.B.H. not including the stump as defined in this document.
- A.27. Tree Removal not including Stump 19"-21" – The removal of a tree between 19" to 21" inches in D.B.H. not including the stump as defined in this document.
- A.28. Tree Removal not including Stump 22"-24" – The removal of a tree between 22" to 24" inches in D.B.H. not including the stump as defined in this document.
- A.29. Tree Removal not including Stump 25"-27" – The removal of a tree between 25" to 27" inches in D.B.H. not including the stump as defined in this document.
- A.30. Tree Removal not including Stump 28"-30" – The removal of a tree between 28" to 30" inches in D.B.H. not including the stump as defined in this document.

- A.31. Tree Removal not including Stump 31"-33" – The removal of a tree between 31" to 33" inches in D.B.H. not including the stump as defined in this document.
- A.32. Tree Removal not including Stump 34"-36" – The removal of a tree between 34" to 36" inches in D.B.H. not including the stump as defined in this document.
- A.33. Tree Removal not including Stump 37"-39" – The removal of a tree between 37" to 39" inches in D.B.H. not including the stump as defined in this document.
- A.34. Tree Removal not including Stump 40"-42" – The removal of a tree between 40" to 42" inches in D.B.H. not including the stump as defined in this document.
- A.35. Tree Removal not including Stump 43"-45" – The removal of a tree between 43" to 45" inches in D.B.H. not including the stump as defined in this document.
- A.36. Tree Removal not including Stump 46"-48" – The removal of a tree between 46" to 48" inches in D.B.H. not including the stump as defined in this document.
- A.37. Tree Removal not including Stump 49"-51" – The removal of a tree between 49" to 51" inches in D.B.H. not including the stump as defined in this document.
- A.38. Tree Removal not including Stump 52"-54" – The removal of a tree between 52" to 54" inches in D.B.H. not including the stump as defined in this document.
- A.39. Tree Removal not including Stump 55"-57" – The removal of a tree between 55" to 57" inches in D.B.H. not including the stump as defined in this document.
- A.40. Tree Removal not including Stump over 57" – The removal of a tree over 57" inches in D.B.H. not including the stump as defined in this document.
- A.41. Aerial Bucket Truck Crew Standard Rate – Hourly work completed by this crew as defined in this document during Standard Hours.
- A.42. Aerial Bucket Truck Crew Overtime Rate – Hourly work completed by this crew as defined in this document during Overtime Hours.
- A.43. Aerial Bucket Truck Forestry Style Crew Standard Rate – Hourly work completed by this crew as defined in this document during Standard Hours.
- A.44. Aerial Bucket Truck Forestry Style Crew Overtime Rate – Hourly work completed by this crew as defined in this document during Overtime Hours.
- A.45. Aerial Bucket Truck with Elevator Crew Standard Rate – Hourly work completed by this crew as defined in this document during Standard Hours.
- A.46. Aerial Bucket Truck with Elevator Crew Overtime Rate – Hourly work completed by this crew as defined in this document during Overtime Hours.
- A.47. Log Loader Crew Standard Rate – Hourly work completed by this crew as defined in this document during Standard Hours.
- A.48. Log Loader Crew Overtime Rate – Hourly work completed by this crew as defined in this document during Overtime Hours.
- A.49. Large Capacity Chip Truck Crew Standard Rate – Hourly work completed by this crew as defined in this document during Standard Hours.
- A.50. Large Capacity Chip Truck Crew Overtime Rate – Hourly work completed by this crew as defined in this document during Overtime Hours.

- A.51. Dump Truck Crew Standard Rate – Hourly work completed by this crew as defined in this document during Standard Hours.
- A.52. Dump Truck Crew Overtime Rate – Hourly work completed by this crew as defined in this document during Overtime Hours.
- A.53. Stump Removal Crew Standard Rate – Hourly work completed by this crew as defined in this document during Standard Hours.
- A.54. Stump Removal Crew Overtime Rate – Hourly work completed by this crew as defined in this document during Overtime Hours.
- A.55. Crane Crew Standard Rate – Hourly work completed by this crew as defined in this document during Standard Hours.
- A.56. Crane Crew Overtime Rate – Hourly work completed by this crew as defined in this document during Overtime Hours.
- A.57. Skid Steer Loader Crew Standard Rate – Hourly work completed by this crew as defined in this document during Standard Hours.
- A.58. Skid Steer Loader Crew Overtime Rate – Hourly work completed by this crew as defined in this document during Overtime Hours.
- A.59. Supplemental Crew Member Standard Rate – Hourly work completed by a Supplemental Crew Member as defined in this document during Standard Hours.
- A.60. Supplemental Crew Member Overtime Rate – Hourly work completed by a Supplemental Crew Member as defined in this document during Overtime Hours.

END OF SECTION

CATEGORY B - TREE PRUNING, MAINTENANCE AND EMERGENCY SERVICES

This section pertains to all activities defined tree pruning, tree maintenance and tree emergency services and their associated bid items.

CITY OF NEWTON
DEPARTMENT OF PARKS AND RECREATION
SPECIFICATIONS FOR
CATEGORY B - TREE PRUNING, TREE MAINTENANCE AND TREE EMERGENCY SERVICES

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- 22.0 Removal and Disposal of Tree and Woody Vegetation Debris

PART THREE - MEASUREMENT AND PAYMENT

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- 25.0 Bid Items

INTRODUCTION

1.0 Scope and Intent

- 1.1. The City of Newton intends to award a contract to a vendor to perform hourly forestry services in relation to all City owned trees and property in Newton. Work under this contract if awarded pursuant to the Bid shall consist of furnishing all labor, materials, and equipment required to accomplish both scheduled and emergency tree pruning, maintenance, planting and emergency removals. All work shall be performed under the direction of the Commissioner of Parks and Recreation in his/her capacity as Tree Warden
- 1.2. The City anticipates the scheduled work required for this contract will require one Primary Crew to be working in the City throughout the year on a regular basis during regular work hours. Due to funding constraints the City anticipates the Primary Crew to be scheduled to work between 10 and 14 days each month during April, May, June, July, August, September, October and 4 to 6 days each month during November, December, January, February, March. It should be noted that this schedule or timing of work may change depending on the City's needs and any increase or decrease in funding.
- 1.3. The City may require other Crews be supplied for short term durations as circumstances and workload warrant. All work performed by these crews will be compensated at the Standard Work Hours rate unless the Standard Overtime Work Hours rate applies as determined by the City as further provided herein. (See Section 12 for the definitions of Standard Work Hours, Standard Overtime Work Hours and Emergency Overtime Work Hours)
- 1.4. The scope of the contract shall also include work required in emergencies at any time on a twenty-four hour per day, seven days per week basis to protect the public and to facilitate the restoration of essential public services including, but not limited to, highway travel, electrical service or any other work as deemed necessary by the Commissioner of Parks and Recreation.
- 1.5. The scope of the contract also includes response to weather related emergency conditions both during and after a weather event. The awarded vendor must be capable of providing a Primary Crew and three Secondary Crews (as defined in this document) and up to eight additional Bucket Truck Crews (as defined in this document), including appropriate support equipment (which will also includes a minimum of four log loaders and operators, when necessary and so directed by the City, to respond to weather related tree damage.
- 1.6. The City of Newton reserves the right to work with its own work force and other contractor(s) as it deems.
- 1.7. **Areas of Special Importance:** It is expected and required that all Bidders closely read each section of these specifications. The following sections should be closely considered.

1.2, 1.5 Scope and Intent
5.3 Qualification of Bidders
13.2, 13.8 Work Scheduling and Hours
16.1 – 16.4, 16.12, 16.14, 16.19 Equipment Requirements
18.1 – 18.4, 18.8, 18.12 General Personnel Requirements
20.0 entire section Emergency Response Requirements
21.15 Tree Pruning and Vegetation Maintenance Procedures and Quality Control
22.2 Removal and Disposal of Tree and Woody Vegetation Debris

2.0 Contract Term

- 2.1. The initial term of this contract will be for one year, from July 1, 2009 through June 30, 2010. The City of Newton shall have the option to renew the contract for up to two additional one-year terms with no change in the contract conditions or bid prices. The City shall retain sole discretion in the exercise of each option to renew. The exercise of each renewal option shall be further subject to the appropriation of necessary funds and satisfaction with present contractor

3.0 Powers and Duties of Commissioner

- 3.1. For the purposes of this contract, the City of Newton is acting through its Commissioner of Parks and Recreation who, by delegation and local ordinance, has control over and is responsible for the care and removal of all trees on City playgrounds, schools, recreation lands and conservation land. The Commissioner also performs the function of Tree

Warden, in accordance with the Massachusetts General Laws, Chapter 87 entitled “Shade Trees”, has authority over, control and supervision of all trees which now or which may hereafter exist upon any public street or highway in this City, and over all trees which exist upon any private property in this City, when such trees are in such hazardous condition as to affect adversely the public health, safety, and welfare. The term Commissioner shall mean Commissioner of Parks and Recreation and his/her designee.

- 3.2. This contract shall apply to work on all trees located on City land, all public shade trees, and all trees on private land, which the Commissioner may remove in his/her capacity as Tree Warden.
- 3.3. In the exercise of all or any of the powers herein granted, the Tree Warden shall have the authority to delegate all or any part of his/her powers and duties with respect to the supervision and control of this contract to his/her subordinates and assistants in the employ of the City of Newton as he/she may determine.
- 3.4. The Commissioner intends to designate a “Contract Supervisor” from within the subordinates and assistants in the employ of the Parks and Recreation Department.

CONTRACT BIDDING INFORMATION AND REQUIREMENTS

4.0 Contract Value

- 4.1. All bids shall be based on the quantities set forth on the Bid Form. These quantities shall be used as a basis for the comparison of the bidders’ proposals, and for determining an estimated annual contract value.
- 4.2. While the quantities are based on the City’s best estimates of work to be performed during the term of this contract, the City reserves the right to increase or diminish the amount of any class or portion of the actual work in accordance with its actual requirements without change of price per unit.
- 4.3. Nothing herein shall be construed as a guarantee of the quantity of work to be performed under this contract and the Contractor will be paid only for actually performed pursuant to the contract.

5.0 Qualification of Bidders

- 5.1. Bidding on this contract shall be limited to individuals, companies, partnerships, and corporations actively engaged in the field of arboriculture.
- 5.2. Bidders shall have a minimum of five years of tree maintenance work and tree care experience. Proof is required at time of bidding.
- 5.3. Bidders shall have a minimum of five years of experience working for overhead electric utility companies doing emergency work and line clearance. Proof is required at time of bidding.
- 5.4. Bidders shall be required to provide evidence of successful performance of contracts within the past five years similar in scope and size to specifications called for in this contract.
- 5.5. Bidders shall demonstrate competence, experience and financial capability to carry out the full terms of this contract.
- 5.6. Bidders shall be required to demonstrate to the satisfaction of the City as a condition of contract award that they possess vehicles and equipment sufficient for the successful performance of this contract and which substantially meets the specifications as set forth in this document.
- 5.7. The City reserves the right, prior to the award of this contract, and any other time during the contract to inspect the serviceability of any and all equipment, which will be used by the Contractor for work, called for in terms of this contract.

6.0 Prevailing Wage Rates

- 6.1. The minimum wage rates to be used for this contract are shown in the attached appendices. The contractor shall sign and submit the Statements of compliance as directed by State Law.

- 6.2. The contractor shall submit weekly prevailing wage certified payroll sheets along with each invoice for payment from the City.
- 6.3. Failure to include weekly prevailing wage certified payroll sheets along with each invoice will delay payment from the City. Invoices will not be process until the information is included.

7.0 Insurance and Indemnification Requirements

- 7.1. The Contractor acknowledges and agrees that it is performing services here under as an independent contractor and accordingly the City shall not be liable for injuries or death to employees, agents, or servants of the Contractor or anyone for whose actions the Contractor may be liable, including injuries which may occur on or near any transmission of power lines.
- 7.2. The Contractor agrees and acknowledges that it is acting as an independent contractor in the performance of Forestry services pursuant to this contract. The Contractor shall be responsible for all the acts of its employees and agents. The Contractor shall indemnify, hold harmless and defend the City and its agents and its employees from and against all claims, damages, losses and expenses, including attorney fees arising out of, or resulting from the performance of the services to be performed under this agreement, provided that each such claim, damage, loss, or expense; (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from and (2) is caused in whole or in part by any act or omission of the Contractor, any of the Contractor's employees or agents, or subcontractors, or anyone for whose acts the Contractor may be liable, regardless of whether or not it is caused in part by a party identifiable hereunder.
- 7.3. The Contractor shall carry and maintain at all times during the term of the contract, insurance in such form and amounts as specified below, as shall protect the Contractor and any subcontractor performing work covered by this contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operations under this contract, whether such operations be by the Contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them. The coverage and amounts of such insurance shall be as follows:

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000

The City shall be named as additional insureds on the Contractor's Liability Policies.

The Contractor shall not commence the work until proof of compliance with this has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.

The Contractor shall file the original and one certified copy of all policies with the City within ten (10) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

- 7.4. Said policies shall be so written that the City of Newton will be notified in the event of cancellation at least thirty days prior to the effective date of such cancellation. Certificates in quintuplicate from the insurance carrier stating the limits of liability and expiration date shall be filed with the City of Newton before operations are begun. Current Certificates of Insurance shall be filed with the City annually on or before the policy expiration dates as stated on the Certificate.
- 7.5. Such Certificates shall contain a statement referring specifically to this contract to the effect that all insurance coverage herein required has been provided; except that in the case of compensation insurance Certificates must be filed before a contract award can be made. Signatures on all Certificates must be files before a contract award can be made. Signatures on all Certificates and/or insurance forms must be original signatures. Attention of bidders is called to the requirements of the Massachusetts General Law, Chapter 149, Section 34A, relating to proof of compliance regarding certain insurance before a contract may be awarded.

8.0 Permits

- 8.1. The Contractor and employees must be fully licensed by the appropriate State and Federal agencies. The Contractor shall secure and pay all permits, bonds, governmental fees and licenses necessary for the proper execution of the required work.

9.0 Observance of Laws

- 9.1. The Contractor shall fully comply with all Federal, State, and Local Regulations and Ordinances within the City of Newton.

10.0 Interpretation of Contract

- 10.1. This contract is to be interpreted in accordance with the Laws of the Commonwealth of Massachusetts. If any part of this contract or the contract documents or their application to any situation shall to any extent be invalidated or contrary to law, the remainder of the contract and the contract documents and the application to other situations of any provision found invalid as to any situation, shall not be affected thereby.

11.0 Liquidated Damages

- 11.1. The City shall be entitled to assess liquidated damages against the Contractor for its failure to respond and be present in the City and ready for work for emergency conditions within two hours as required under Section 20. The contractor agrees that the liquidated damages provided herein are not penalties but represent a fair measure of damages which will be sustained by Newton in the event the Contractor fails to respond within two hours. The liquidated damages are \$200.00 for every hour, or portion of every hour, that the Contractor is late. The City shall have the right to withhold the amount of liquidated damages assessed by it from any payment owed to the Contractor as a credit or set-off of such amount

12.0 Standards and Definitions

- 12.1. All Tree Maintenance and Removal Activities shall conform to the following:
- 12.2. American National Standards Institute (ANSI): Standard A300-2008 Standard Practices for Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance
- 12.3. American National Standards Institute (ANSI): Standard Z-133.1.-2006 Safety Requirements for Tree Care Operations – Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and Cutting Brush
- 12.4. All other applicable Occupational Safety and Health Administration (OSHA) standards and state and local regulations.
- 12.5. American National Standards Institute- (ANSI) is the private, non-profit organization that administers the safety and maintenance regulations for the Tree Care Industry.
- 12.6. Contract Supervisor- the individual or designated representative responsible for insuring the requirements of this contract are adhered to.

- 12.7. Crown Cleaning- The removal of dead, diseased, obstructing, split, and/or broken branches that are 1 inch in diameter or greater. Limbs that are susceptible to failure from dense or heavy foliar masses should be thinned.
- 12.8. Crown Raising- The removal of lower tree branches to allow safe movement of vehicles and pedestrians under the canopy of the tree. Limbs above sidewalks and adjacent property shall be no lower than 7 feet from the ground. Limbs over all roadways shall be no lower than 14 feet from the ground.
- 12.9. Crown Reduction- The technique used to reduce the overall mass of the tree by thinning out the top and sides or just removing individual limbs of the tree. Reduction pruning is commonly associated with pruning away from buildings, structures, signs, lights and other overhead obstructions.
- 12.10. Crown Thinning- The selective removal of branches to increase light penetration and air movement. No more than 25% of the trees living branches shall be removed.
- 12.11. Crown Training- A pruning process that utilizes all the major pruning types to promote a strong central leader and strong scaffold branches on recently planted trees.
- 12.12. D.B.H.- Diameter at breast height. The location on a tree 4.5 feet above ground where the diameter of the tree is measured. Diameter will be measured to the nearest full inch.
- 12.13. Massachusetts Certified Arborist- (MCA) An individual who is listed by the Massachusetts Arborist Association as a MCA who has passed a comprehensive exam and maintained their certification through the accumulation of continuing education credits.
- 12.14. Occupational Safety & Health Administration- (OSHA) is the Federal agency responsible for insuring worker safety.
- 12.15. Standard Work Hours- shall be Monday through Friday from 7:00 AM to 3:30 PM. The Contractors crew or crews are required to take one (1) unpaid thirty minute break during Standard work hours. The Contract Supervisor is to be notified prior to this break being taken. Standard work hours from time to time may be adjusted earlier or later seasonally by 30 minutes.
- 12.16. Overtime Work Hours- shall be any work which the City requests the Contractor to commence or perform between 3:30 PM and 7:00 AM Monday through Friday, and anytime on Saturday, Sunday or City of Newton Holidays. This work is typically in response to tree emergencies or pending tree emergencies due to weather or other disasters.

13.0 Work Scheduling and Hours

- 13.1. The City will regularly notify the Contractor of the schedule for upcoming work. The City will make every effort to notify the contractor between 5 and 10 business days prior to needing its services and will meet regularly with the Contractor to develop a schedule.
- 13.2. During urgent situations the City may request the contractor to perform work for the City with as little as 24 hours advance notice. The Contract Supervisor will determine what constitutes an urgent situation.
- 13.3. During emergency situations the Contractor will be required to provide equipment and personnel as outlined in section 20. The Contract Supervisor will determine what constitutes an emergency situation.
- 13.4. Standard work hours shall be Monday through Friday from 7:00 AM to 3:30 PM. The Contractors crew or crews are required to take one (1) unpaid thirty minute break during Standard work hours. The Contract Supervisor is to be notified prior to this break being taken. Standard work hours from time to time may be adjusted earlier or later seasonally by 30 minutes.
- 13.5. All Crew members are to report for work by no later than (5) five minutes following the start of the work day. Failure to show up on time may result in the City not providing work for the crew and not paying the crew for work that day. If a crew member or members repeatedly show up late for work, scheduled or emergency, the City may ask for new personnel. Repeated and frequently late crews may result in termination of the contract. The City will not tolerate late workers or work crews.
- 13.6. The work crew must be at the first work location of the day no later than 15 minutes following the start of work. The work crew shall not return back to the dispatch location no earlier than 5 minutes prior to the end of the day. Should

the work crew complete all their assigned work early they are to contact the Contract Supervisor to request additional work.

- 13.7. All work performed during Standard Work Hours shall be compensated at the Standard Rate, regardless of when the unpaid thirty minute break takes place. Standard Rate will always apply unless the City determines in advance that another rate applies.
- 13.8. The City only pays for work crews actively engaged in service for the City. The City will not pay the hourly rate for crews unless they are performing a task assigned by the City or traveling between tasks or returning from a task to the check-in point. The City will not pay for a Crews time during meal breaks, coffee breaks, meetings, time lost due to equipment breakdowns or any other stoppage of work not approved by the Contract Supervisor.
- 13.9. The Contractor's crew shall be required, on a daily basis, to sign a form with the crew's arrival time in the morning and ending time in the afternoon. The form and manner of the sign-in will be determined by the Contract Supervisor. Failure of the crew to sign in and sign out will result in the City not paying for the hours worked by the contractor.
- 13.10. The City's Contract Supervisor will create daily work orders to schedule and assign the work crew(s).
- 13.11. The Contractor's crew shall be required to turn in the daily work orders to the Contract Supervisor at the end of each work day. The completed locations are to be initialed by the crew leader. Failure to turn in the completed daily work orders to the Contract Supervisor at the end of the day will result in the City not paying for the hours worked by the contractor that day.
- 13.12. Work orders will be in the form of paper slips and/or small electronic devices (PDA's, Sprint Nextel phone, or other similar device). They will be issued daily to the crew leader.
- 13.13. If issued, any electronic device will be provided by the City at the City's cost to the crew and given to the crew leader. This device is not to be damaged and care is to be taken by the crew to avoid damage. If it is found that the device is willfully damaged or damaged due to careless behavior it will be the contractor's responsibility to replace or repair the device at the City's discretion.
- 13.14. If issued, the electronic device must be in the crew's possession in the vehicle during all working hours. The contractor is advised that this electronic device may contain a GPS tracking unit for purposes of tracking the time, duration and location of the crew's work. The contractor will be notified when GPS tracking is going to take place. At all times the device will remain the property of the City of Newton. Upon completion of the contract the electronic device is to be returned to the City.

14.0 General Standards

- 14.1. The Contractor's work shall be done in a workmanlike manner and performance thereof and all materials and facilities furnished by him shall be to the satisfaction of the Commissioner.
- 14.2. All work areas shall be kept in such a manner so as to cause as little inconvenience as possible to the general public and adjacent property owners. When it is necessary to close pedestrian walks, vehicular traffic lanes or private access roads and drives, the Contractor shall provide personnel. Barricades, warning signs, cones, flags or other means required by governing rules and ordinances, along with notifying the affected property owner or resident. Driveways are not to be blocked with debris at any time.
- 14.3. In the event the City's Contract Supervisor determines that a police detail is required during the performance of work under this contract, the City shall arrange for said detail, the cost of which will be borne by the City. The City shall have sole discretion to determine when a police detail is required.
- 14.4. The Contractor is required to maintain all work areas in a safe fashion, especially during times when a police detail is not required. The Contractor will set up all necessary caution signs, high visibility flags, traffic cones, etc., at all times while working in the City.
- 14.5. All wood, brush and debris must be disposed of properly and in compliance with the requirements as pursuant to the provisions contained herein. Any wood left must not block vehicular or pedestrian traffic, and/or access to homes, or other private or public property (except as otherwise directed by the Contract Supervisor).

- 14.6. The Contractor shall carefully protect against damage to all existing trees and plants. The contractor shall be liable for any and all damage to such trees, plants, real property and vehicles, and shall replace, repair, restore or provide for returning the same to their original condition, to the satisfaction of the Contract Supervisor.

15.0 Requirements Regarding Private Property

- 15.1. The normal access to a job site shall be along public roadways. Should work require the Contractor to place equipment and/or personnel on private property, the Contractor shall obtain the property owner's permission in writing and shall notify the Contract Supervisor prior to the work. The Contract Supervisor shall provide a permission/indemnification form to be used for this purpose.
- 15.2. The Contractor shall be required to deal directly with private citizens with respect to repairing and/or replacing damaged bushes, shrubs, and other damage to private property that may be caused by the Contractor in connection with work performed pursuant to this contract. A report in writing concerning such damage and action taken to correct the damages shall be given to the Commissioner of the Parks and Recreation Department.
- 15.3. The Contractor shall respond to the Commissioner within 24 hours in regards to all complaints of damage to private property alleged to have been caused by work performed by the Contractor. In case of such damage, the Contractor shall be required to make arrangements with the homeowner to remedy the damage. The Contractor shall make or effectuate any such repairs within thirty (30) days of the date of the damage, or within such additional times as agreed in writing between the Contractor and homeowner.
- 15.4. In order to assist the City in the processing of claims for property damage, the Contractor shall be, at the City's discretion, required to prepare a written report, on a form to be provided by the Commissioner of Parks and Recreation, as to the condition of the tree in each instance when the Contractor removes a tree and/or limb which has damaged private property including automobiles and damage to residential and commercial property.
- 15.5. The Contractor shall provide written reports and respond to requests by the Commissioner and/or the City Solicitor's Office related to investigations of claims against the City for property damage and personal injuries claimed to be caused by incidents of falling trees or limbs including, wherever possible, reports of damage caused by trees that fall during storm conditions.

16.0 Equipment Requirements

- 16.1. Prior to the time award and throughout the duration of the contract the contractor must own or have a signed lease agreement for a minimum of the following:
- c. Four (4) Forestry Style Aerial Bucket trucks (as defined in this section)
 - d. Two (2) Log Loaders (as defined in this section)
 - e. The contractor must own, lease, rent, or have a written formal agreement for all other required equipment under this contract.
- 16.2. Prior to the award of this contract the contractor must provide a list of all equipment that may be used during the contract. This list must include the make, model and Vehicle Identification Number. This list must also include ownership information.
- 16.3. All equipment used by the Primary Crew must be owned by the Contractor. This includes the Forestry Style Aerial Bucket Truck and the Log Loader.
- 16.4. All equipment must have sufficient enough fuel to operate for (8) eight consecutive hours at the start of a normally scheduled work day. The City will not pay the hourly crew rate for the time it takes to travel to a fuel station, time it takes to fuel and the time to return back to the job site. Exceptions may be considered during emergencies and extenuating circumstances with prior approval by the Contract Supervisor.
- 16.5. Equipment used by the contractor in the performance of this contract must substantially meet or exceed the following specifications and requirements:
- 16.6. Forestry Style Insulated Aerial Bucket Truck:

- c. Aerial bucket truck equipped with dumping chip body.
- d. Minimum working height, 60 feet verified by lift serial number.
- e. Minimum horizontal side reach, 45 feet with full continuous rotation.
- f. Single fiberglass basket, minimum 300 lbs. Capacity, polyethylene basket liner.
- g. Safety belt and lanyard
- h. Fail safe controls, etc. at aerial bucket and base of aerial boom.
- i. 10 cubic yard dumping chip body
- j. Dump body must be equipped with a hoist.
- k. Tow hitch capable of towing specified chipper
- l. Must have the Dielectric test required annually.

16.7. Chipper

- c. Chipper capacity 12" diameter minimum
- d. Noise level 80 decibels at 50' and 360 degrees around chipper unit or less
- e. 65 horsepower 4 or 6 cylinder gas or diesel engine
- f. Chipper feed rate minimum 120 F.P.M. with uniform 5/8" chip capability and automatic feed. Approximate chipper unit dimensions:
- g. Length: 15'
- h. Width: 6' 10"
- i. Height: 8' 7"
- j. Approximate chipper unit weight: 5,400 lbs.

16.8. Log Loader

- c. Model 120E Prentice Log Loader or equal.
- d. Must be mounted on a rubber tire vehicle with a minimum of 10 wheels and have a minimum GVWR of 56,000 pounds.
- e. Boom must have a minimum reach of 20 feet.
- f. Log Loader vehicle must have a solid steel frame enclosure body compartment that is open on top and an opening located in the back.
- g. The vehicle shall be equipped with necessary lights, including emergency flashing lights for maximum visibility, etc.
- h. Must meet or exceed all State & Federal department of transportation requirements in reference to the over the road use of a Log Loader vehicle.
- i. Must meet or exceed all OSHA safety standards.
- j. Must have wheel chocks. Must have the latest safety features, safety guards, caution/warning information. Etc. in reference to a Log Loader vehicle.
- k. Body capacity must be a minimum of 30 cubic yards.

16.9. One-ton Dump truck

- c. Medium Duty truck with mounted dumping body.
- d. Minimum GVWR, 14,000 pounds
- e. Solid steel frame enclosure body compartment that is open on top and an opening located in the back. Minimum of 2 cubic yards
- f. Dump body must be equipped with a hoist.
- g. Tow hitch capable of towing specified chipper or stump grinder

16.10. Chip truck

- c. Medium Duty truck with mounted dumping body.
- d. Minimum GVWR, 15,000 pounds
- e. Solid steel frame enclosure body compartment that is fully enclosed except for an opening located in the back. Minimum of 10 cubic yards
- f. Dump body must be equipped with a hoist.
- g. Tow hitch capable of towing specified chipper or stump grinder

- 16.11. All vehicles used by the contractor shall comply with applicable law and safety standards pertaining to the operation and transportation of equipment on public and private ways. All vehicles shall be equipped with required equipment and safety equipment.
- 16.12. GPS Tracking – all vehicles used for and during the execution of this contract must be equipped with a functioning GPS tracking device supplied and paid for by the Contractor. This device must be working and fully operational at all times while a vehicle is in use performing work for the City of Newton. The Contractor will provide the City 24 hour per day 365 days per year access to this tracking information through an internet based portal that in real time indicates the location, speed of travel and duration of stop time. The tracking service information found on the internet must provide the location of the vehicle at no greater than 5 minute intervals. Failure for a vehicle to have a functioning GPS tracking device and record may result in non-payment for the hours worked when the tracking information was not available. The City is willing to work with the Contractor to find a system that meets its needs.
- 16.13. Unless otherwise noted all vehicles must be equipped with chainsaws, poles pruners, pole saws, hand pruners, hand pruning saw, hand loppers, gas pole saws, gas blowers, hand brooms, rakes, shovels climbing equipment, rigging equipment and other equipment commonly utilized in tree pruning, tree removal and other tree maintenance activities. On the first day of work the City will request that the contractor display all these items to the Contract supervisor to insure they are on the truck. Missing items are required to be placed on the truck within 24 hours of notification from the City. At any time during the duration of the contract these items are missing or working improperly the City will require they be replaced within 24 hours of notification. Periodically the City will inspect the trucks for this equipment.
- 16.14. All crews must be equipped with a Sprint Nextel brand cellular phones with the Direct Connect Feature enabled to facilitate direct communication between the Contract Supervisor and the work crews. The Sprint Nextel cell phone shall also be equipped with a voice mail function. A beeper/pager is not an acceptable means of communication with the Contract Supervisor
- 16.15. All equipment used at any time during the term of the contract shall be no older than 7 years, unless authorized by the City. This provision will be vigorously enforced by the Contract Supervisor.
- 16.16. Each of the Contractor's vehicles used in the performance of the work required of this contract shall be lettered and numbered with removable signs, one on each side, colored white with black lettering to be sized approximately three feet by two feet. It shall contain the following text: City of Newton Urban Forestry (617)796-1530 urbanforestry@newtonma.gov". It will also contain the logo of the Urban Forestry Division. The format and method of providing the logo will be worked out at the time of contract award. At the start of the contract the Contractor shall provide an additional 20 of these signs. Upon completion of the contract these signs are to be turned in to the City.
- 16.17. While working for the City these signs must be on the trucks at all times. Failure to do so may result in nonpayment for those hours worked by the Contractor without the proper signage.
- 16.18. The Contractor shall remove all these signs from vehicles when the vehicles are not in service to the City of Newton under the terms of this contract.
- 16.19. In addition to all required safety cones and road safety devices each job site must have two "A frame" style signs approximately 3 feet tall and two feet wide. Each side of the signs shall be lettered and numbered with removable signs, one on each side, colored white with black lettering to be sized approximately three feet by two feet. It shall contain the following text: City of Newton Urban Forestry (617)796-1530 urbanforestry@newtonma.gov". It will also contain the logo of the Urban Forestry Division. The format and method of providing the logo will be worked out at the time of contract award. These signs shall be placed on the sidewalk or other similar location on either side of the job site warning pedestrians of the work and displaying the nature of the work to the public. Upon completion of the contract these signs are to be turned in to the City.
- 16.20. The Contractor shall be required from time to time show proof in a form satisfactory to the Contract Supervisor that all of the equipment utilized in the performance of his work under the terms of this contract is on a preventative maintenance program and is on a regular routine maintenance schedule.
- 16.21. The Contractor's vehicles and equipment shall at all times be clean and in good repair and kept in a sanitary condition.

- 16.22. All equipment must be available at all times. Contractor must provide all equipment in the time frame outlined in this document.
- 16.23. The Contractor shall hold harmless and indemnify the City for all claims, including, but not limited to, claims for property damage and liability in connection with the parking of vehicles on City property.
- 16.24. The Contractor shall notify the City immediately if any equipment is out of service and promptly notify the City once the equipment is back in service. The Contractor shall use all due diligence to promptly effect repairs to out of service equipment and/or to secure alternate equipment if necessary to effectively perform the work of this contract.
- 16.25. At the discretion of the Contract Supervisor, if equipment failures, breakdowns or other related problems occur that are jeopardizing the execution of this contract the City will require the failed equipment be replaced. Failure to replace the equipment may result in the contract being terminated.
- 16.26. The Contractor shall not allow any operator to leave any vehicles/equipment unattended with the motor running.
- 16.27. All employees or agents of the Contractor who are assigned to drive in or operate vehicles shall at all times possess and carry valid commercial vehicle/operator's licenses, as applicable which are required for the operation of such vehicles.

17.0 Contractor Parking and Vehicle/ Equipment Storage Requirements

- 17.1. The Contractor may be allowed to park its vehicles in the Parks and Recreation yard on Crescent Street. The Contractor must adhere to the following guidelines.
- 17.2. Only the following equipment is allowed in the yard: Aerial Bucket Truck Forestry Style with chipper, and Log Loader.
- 17.3. Any additional equipment will only be allowed with prior written approval by the Director of Urban Forestry and must be actively engaged in work for the City. Written request from contractor must be received a minimum of 24 hours prior to arrival date.
- 17.4. All vehicles and equipment connected to the contractor (including personal vehicles) shall only park in designated locations. Currently designated locations are indicated as three "spaces" lined by white paint.
- 17.5. All personal vehicles belonging to Contractor personnel must be parked within the designated spots during the work day and are not permitted on the premises once the work day is complete.
- 17.6. Area around equipment must be kept clean to the satisfaction of the Director of Urban Forestry.
- 17.7. Entrance and exit to the Newton Parks and Recreation property at 70 Crescent Street is only allowed during normal business hours. Contractor will be allowed to access equipment during off hours provided they adhere to the rules of this policy.
- 17.8. Any entrance or exit from the property must be approved by the Director of Urban Forestry. Entry and exit from the property is discouraged during off hours.
- 17.9. Contractor must contact designated contact person prior to entering and exiting the property, regardless the time or day. Contractor is not to enter or exit the property without making contact. Failure to make contact prohibits entrance or exit.
- 17.10. Failure to comply with these rules will result in parking privileges being revoked. At which time the contractor will be required to find an alternative parking site at its own expense.
- 17.11. The City reserves the right to require the Contractor to find an alternative parking site at its own expense in the event that the Crescent Street site becomes unavailable for any reason.
- 17.12. The City reserves the right to amend or rescind this policy at any time.

18.0 General Personnel Requirements

- 18.1. Prior to the commencement of work the Contractor must provide a list of all employees that may perform work under this contract for the City. This list must include the name, title and a five year work history for each employee. This list is to be updated periodically by the Contractor in the event of personnel changes. For the Primary Crew members this list must also include copies all their licenses and certifications.
- 18.2. The Contractor shall supply sufficient personnel to perform the work in accordance with the applicable specifications and conditions listed herein. The Contractor shall employ only qualified, competent personnel to do the work; and whenever the City shall notify the Contractor in writing, that a person in charge of, or on the work site, is incompetent, unfaithful, disorderly, unsafe, under the influence of liquor and/or drugs, using insolent or improper language or is otherwise unsatisfactory in any manner, or not employed in accordance with the provisions of this contract, such persons shall no longer be assigned by the Contractor to perform work called for under the terms of this contract. The Contractor is responsible for administering any drug/ alcohol testing of his employees as required by State and Federal agencies. The Contractor must inform the City with proper documentation that such random testing was performed.
- 18.3. All Crew members are to report for work by no later than (5) five minutes following the start of the work day. Failure to show up on time may result in the City not providing work for the crew and not paying the crew for work that day. If a crew member or members repeatedly show up late for work, scheduled or emergency, the City may ask for new personnel. Repeated and frequently late crews may result in termination of the contract. The City will not tolerate late workers or work crews.
- 18.4. The City requires that the Contractor not change the personnel in the Primary Crew unless absolutely necessary and only with the approval of the Contract Supervisor. If a member of the Primary Crew is changed the new member must meet all the provisions of this contract.
- 18.5. All Contractor personnel shall be dressed and be provided by the Contractor suitable work and safety clothing at all times. Clothing must contain the Contractor's name and logo making them identifiable to the public; clothing of the Primary Crew shall also have the City's Urban Forestry Logo present on it. The format and method of providing the logo will be worked out at the time of contract award.
- 18.6. The Contractor shall provide his employees with all safety belts, helmets, eye and hearing protection and any other equipment defined as safety items by OSHA and ANSI.
- 18.7. Each worker shall be experienced and highly qualified with necessary tree work skills to successfully complete this contract, including the ability and training to perform aerial rescue. Said skills shall also include worker safety and ability to be in compliance with current OSHA and ANSI Z-133.1 standards.
- 18.8. All bidders and work crews shall be qualified to work in or near any and all high voltage electrical, cable, and telephone transmission power lines. All crew members working must have completed E.H.A.P. (Electrical Hazard Awareness Program). Prior to the start of work the Contractor must provide proof that each employee working under this contract has completed E.H.A.P., this shall be in the form of a Certificate of Completion from the course provider and a letter from the Contractor listing each employee as being qualified to perform line clearance. No employee of the company assigned to work in Newton on the Aerial Bucket Truck Forestry Style will be allowed to work until proof is provided.
- 18.9. In the event that the Contractor and/or his employees are found to be in violation of applicable safety requirements, the Contractor will be so notified by the Contract Supervisor or persons designated by him, and said person(s) may order that work be stopped until any and all such violations are corrected.
- 18.10. The Contractor and his employees shall at all times conduct themselves in an appropriate manner. The City expects that all employees of the Contractor will interact with the public in a polite and professional manor. If the Contractor or his employees are not able to answer a question or satisfy a citizen request, then the Contractor shall refer the citizen to the Contract Supervisor as well as contact the Contract Supervisor right away.
- 18.11. It is highly regarded, but not required, that the personnel performing the tree maintenance work be Massachusetts Certified Arborists. At least one member of the contractor's company must be certified by the Massachusetts Arborist Association or any successor organization as a Massachusetts Certified Arborist in good standing. International Society of Arboriculture Certified Arborist will be acceptable in lieu of Massachusetts Certified Arborist. Proof will be required at the time of bidding.

- 18.12. For crew members that are not Certified Arborists and are the members of the Primary Crew who are regularly working for the City are required to individually complete 24 hours of professional development courses annually, provided by the Massachusetts Tree Wardens' and Foresters' Association, Massachusetts Arborist Association, Tree Care Industry Association or other equivalent tree care organizations. Proof of completion will be required by the City within six months of award of contract. If the City opts to renew the contract per the terms of the contract these requirements must be fulfilled at the time of renewal. The full cost for this training is the responsibility of the Contractor.

19.0 Crew Definitions and Requirements

- 19.1. Crew Leader – The lead individual on all two person or greater crews. The Crew Leader must have five years of tree climbing, Aerial bucket truck, tree pruning, tree removal experience and general vegetation management experience. Must possess a valid commercial driver's license.
- 19.2. Groundperson – The individual responsible to assist the Crew Leader during all tree maintenance operations. The Groundperson must have prior experience in assisting in tree pruning, tree removal and general vegetation management experience. Must possess a valid commercial driver's license and have the required skills to operate a commercial vehicle. At the City's sole discretion the requirement of a Commercial Driver's license may be waived.
- 19.3. Log Loader operator – The individual responsible for operating any required Prentice Log loaders or equivalent truck. Must have experience in the use and safe operation of the Log Loader. Must possess a valid Commercial driver's license and any other licenses required by the State of Massachusetts. The Log Loader Operator may also be required to be the Crew Leader as outlined later in this section.
- 19.4. Primary Crew – The Primary Crew shall be the crew of workers who are assigned to be in Newton on a regular basis. They must consist of one Crew Leader and one Groundperson. This crew shall be equipped with a Forestry Style Aerial Bucket Truck with chipper that meets the requirements of this contract and must be owned by the Contractor. This crew shall be equipped with chainsaws, poles pruners, pole saws, hand pruners, hand pruning saw, hand loppers, gas pole saws, gas blowers, hand brooms, rakes, shovels climbing equipment, rigging equipment and other equipment commonly utilized in tree pruning, tree removal and other tree maintenance activities. The Crew Leader on the Primary Crew must also be a Log Loader Operator. Work performed by this crew will be compensated at the applicable hourly rate as outlined in this document.
- 19.5. Secondary Crew – The Secondary Crew shall be the crew of workers who are assigned to be in Newton from time to time as needed. They must consist of one Crew Leader and one Groundperson. This crew shall be equipped with a Forestry Style Aerial Bucket Truck with chipper that meets the requirements of this contract and must be owned by the Contractor. This crew shall be equipped with chainsaws, poles pruners, pole saws, gas pole saws, gas blowers, hand brooms, rakes, shovels, rigging equipment and other equipment commonly utilized in tree pruning, tree removal and other tree maintenance activities. The Crew Leader of the Secondary Crew is NOT required to be a Log Loader Operator nor be capable of climbing trees or poses a commercial driver's license. Work performed by this crew will be compensated at the applicable hourly rate as outlined in this document
- 19.6. Bucket Truck Crew – The Bucket Truck Crew shall be the crew of workers who are assigned to be in Newton as needed for tree emergency events. They must consist of one Crew Leader and one Groundperson. This crew shall be equipped with a Forestry Style Aerial Bucket Truck with chipper that meets the requirements of this contract. It is not required that this equipment be owned by the Contractor. The Contractor must provide proof of access to this equipment at the time of bidding. This crew shall be equipped with chainsaws, poles pruners, pole saws, gas pole saws, gas blowers, hand brooms, rakes, shovels, rigging equipment and other equipment commonly utilized in tree pruning, tree removal and other tree maintenance activities. Work performed by this crew will be compensated at the applicable hourly rate as outlined in this document.
- 19.7. Primary Crew with Log Loader – The Primary Crew with Log Loader shall be the crew of workers who are assigned to be in Newton on a regular basis. They must consist of one Crew Leader and one Groundperson. This crew shall be equipped with a Forestry Style Aerial Bucket Truck with chipper supplemented by a Log Loader as deemed necessary by the Contract Supervisor. This crew shall be equipped with chainsaws, poles pruners, pole saws, gas pole saws, gas blowers, hand brooms, rakes, shovels, climbing equipment, rigging equipment and other equipment commonly utilized in tree pruning, tree removal and other tree maintenance activities. The Crew Leader on the Primary Crew with Log Loader must also be a Log Loader Operator. Work performed by this crew will be compensated at the applicable hourly rate as outlined in this document.

- 19.8. Log Loader Crew – The Log Loader Crew shall consist of one individual worker possessing a valid commercial driver's license and all other required licenses and permits to operate a log loader. This crew shall be equipped with a Log Loader. This crew shall be equipped with chainsaws and other equipment commonly utilized in log loader operations. The Log Loader Crew may be used to supplement the operations of other crews. Work performed by this crew will be compensated at the applicable hourly rate as outlined in this document.
- 19.9. Chip Truck Crew – The Chip Truck Crew shall consist of two individual workers possessing valid driver's licenses. This crew shall be equipped with a Chip Truck with a chipper. This crew shall be equipped with chainsaws, poles pruners, pole saws, gas pole saws, gas blowers, hand brooms, rakes shovels, other equipment commonly utilized in tree pruning, tree removal and other tree maintenance activities.
- 19.10. One-Ton Dump Truck Crew – The One-ton Dump Truck Crew shall consist of one individual worker possessing a valid driver's license. This crew shall be equipped with a One-ton Dump Truck. This crew shall be equipped with chainsaws, poles pruners, pole saws, gas pole saws, gas blowers, hand brooms, rakes shovels, other equipment commonly utilized in tree pruning, tree removal and other tree maintenance activities.
- 19.11. Supplemental Crew Member – A Supplemental Crew Member is one individual worker possessing a valid driver's license. At the City's discretion they may add additional crew members to any other crew. This person may be required to perform all manners of tree maintenance, tree emergency work and vegetation management.

20.0 Emergency Response Requirements

- 20.1. Whenever the Contract Supervisor determines that damaged tree(s), fallen tree(s), and significant weather event(s) requires an emergency response the Contractor will be required to provide equipment and personnel as outlined in this section on a 24 hour per day, 7 day per week basis. All crew(s) must arrive at its designated check-in point, as directed by the Contract Supervisor, within the time frame, outlined in this section, of being called and must be ready to begin operations upon arrival. All trucks are to be completely empty of all tree debris, wood chips, logs and branches and have full tank of fuel.
- 20.2. Contractor will not be paid for the time required for crew and equipment to travel to the check in point, without the prior authorization of the Contract Supervisor. (See Liquidated Damages section for failure to do so)
- 20.3. When requesting crews the Contract Supervisor will notify the Contractor exactly what equipment, crews and pay rates apply. The Contractor is required to provide exactly what the Contract Supervisor requests as outlined in this contract's specifications. Any deviation or a substitution of equipment is at the sole discretion of the Contract Supervisor. Payment for any substitutions will be based on the requested equipment.
- 20.4. One (1) Primary Crew or Primary Crew with Log Loader ready to work as outlined in Section 19 must be provided within two (2) hours of being called.
- 20.5. Up to three (3) Secondary Crews ready to work as outlined in Section 19 must be provided within two (2) hours of being called.
- 20.6. One (1) Log Loader Crew ready to work as outlined in Section 19 must be provided within two (2) hours of being called. This Log Loader is in addition to the Log Loader to be used as deemed necessary by the Primary Crew with Log Loader.
- 20.7. Up to eight (8) Bucket Truck Crews ready to work as outlined in Section 19 must be provided within twenty-four (24) hours of being called.
- 20.8. Up to two (2) Log Loader Crews ready to work as outlined in Section 19 must be provided within twenty-four (24) hours of being called. These Log Loader Crews are in addition to the two previously mentioned Log Loader Crews bring the required number up to four Log Loader Crews.
- 20.9. The City may opt to substitute Chip Truck Crew(s) in place of any Secondary Crew or Bucket Truck Crew as it deems necessary. The Contractor must be able to provide these crews in the time frames listed above.
- 20.10. In the event the Contract Supervisor determines that inclement weather conditions will create a likelihood of tree damage, he/she may require the contractor to place one or more crews, with required equipment, on standby status. Standby status shall mean that crew and equipment have been dispatched to a designated location within Newton and

are available for immediate deployment if necessary. Additional crews and equipment will be supplied if requested by the City based on the anticipated severity of the storm. Crews will be expected to remain in Newton on standby status for the duration of the weather event, and will be required to respond to any and all work in reference to weather related damage or a pending weather event. Crews will be required to remain in Newton until authorized to leave the City by the Contract Supervisor.

- 20.11. For purposes of emergency dispatch, the Contractor shall maintain a system whereby the City can contact an employee of the Contractor at a specified telephone number 24 hours per day 7 days a week. The Contractor must supply at least one telephone number to the City for this purpose. A telephone answering machine, voice mail or other automated service shall not be an acceptable system for this purpose. When the usual contact person or number will not be available the Contractor shall provide a back-up person and phone number.
- 20.12. The City of Newton will guarantee the Contractor payment for a minimum of three (3) hours per crew/equipment called in when equipment is not already performing work for the City.
- 20.13. An exception to the response time required above may be required when public safety is an issue. The Contract Supervisor reserves the right to impose different or additional requirements for response by the Contractor during emergency situations as public safety may require.
- 20.14. Contractor will be paid at the Overtime Work Hours Rate for any crew and equipment supplied on an emergency basis outside the Standard Working Hours.
- 20.15. Should lodgings be required for out of state crews, the Contractor will be responsible for obtaining the best lodgings rates with maximum lodging use. All requests for reimbursement for lodgings must be accompanied by paid receipts. The City will not pay for excessive costs as it may determine in its interest. The reimbursement for lodgings shall include expenses for food, but shall not include associated room costs including, but not limited to, i.e. phone, movies. The Contract Supervisor may approve any other associated costs provided they are requested in advance and approved in writing. The City does not guarantee payment of lodging unless specifically notified in writing by the Commissioner of Parks and Recreation, in advance of the lodging.
- 20.16. The City shall not pay for the use of any additional administrative personnel or personnel in addition to that required herein without prior written consent of the Contract Supervisor.
- 20.17. The City of Newton reserves the right to call in additional contractors or use its own work force during emergency conditions as needed or at anytime as deemed necessary by the Contract Supervisor.

21.0 Tree Pruning and Vegetation Maintenance Procedures and Quality Control

- 21.1. Each tree to be pruned shall be serviced according to the following types of pruning, as needed: Crown Cleaning, Crown Raising, Crown Reduction, Crown Thinning and Crown Training.
- 21.2. If the Contractor observe tree(s) which have been marked for pruning, but whose condition is such that removal is warranted, whether due to death, disease, decay, or structural weakness, such tree(s) shall not be pruned and the Contractor shall report these findings to the Contract Supervisor, in writing, within 24 hours, and await the Contract Supervisor's direction before proceeding with work on the particular tree(s) in question
- 21.3. All pruning shall be performed in a manner that maintains the natural aesthetic characteristics of the species and variety of trees. No topping or dehorning of trees or stubbing back of branches shall be permitted. All cuts shall be made to a lateral branch a minimum of one third (1/3) the size of the branch being removed, unless otherwise instructed by the Contract Supervisor.
- 21.4. The use of climbing spurs or spiked shoes shall not be permitted for pruning trees and their use will result in immediate cancellation of the contract. They are only permitted during tree removal operations and emergency aerial rescue operations.
- 21.5. All cuts shall be made sufficiently close to the parent stem so that wound closure can be readily started under normal conditions. Cuts shall never be made through the branch collar. Slab cuts, rip cuts and all other cuts that do not meet the most current edition of the ANSI A300 pruning standard will result in cancellation of the contract.

- 21.6. Poor and/or unsatisfactory pruning as determined by the contract supervisor will not be accepted and may result in the City requesting that the Contractor's personnel be replaced.
- 21.7. Luminaries and proper elevation over street and sidewalk surfaces to at least the following minimum specifications:
- c. Street/Roads – All branches shall be pruned to allow a minimum fourteen (14) foot clearance over street surface.
 - d. Sidewalk/Paths – All branches shall be pruned to allow a minimum seven (7) foot clearance over sidewalks and paths.
 - e. Luminaries – Any and all branches extending directly below a street light, limiting the light reaching the street or path shall be removed and all branches shall be cut back to afford a minimum five (5) foot clearance.
 - f. House/Building – All branches shall be pruned to allow a minimum of five (5) foot clearance away from homes and buildings, or if possible ten (10) foot clearance where trees will not be severely disfigured due to crown reduction, this shall be determined by the Contractor Supervisor.
- 21.8. All limbs over two inches in diameter to be removed shall be precut to prevent splitting. Any branches that would injure the tree or other objects by falling shall be lowered to the ground by proper rigging and rope procedures.
- 21.9. Remove one of two crossed or rubbing branches where practical so the removal will not leave large holes in the general outline of the tree.
- 21.10. On trees known to be diseased, tools are to be disinfected with alcohol after each cut between trees and where there is known to be a danger of transmitting the disease on tools.
- 21.11. Lateral branches as well as occasional water sprouts may be retained. Complete removal of secondary laterals and water sprouts resulting in the stripping of major limbs, will not be permitted.
- 21.12. All trees, where possible are to be pruned in such a manner that encourages a strong central leader and well placed scaffolding branches. This especially true in trees under 12 inches in D.B.H.
- 21.13. Crews will be evaluated on their quality of work and efficiency (see par. 21.14) of work based on the Contract Supervisor's directions. If crews are found to be unsatisfactory to the City for any reason they will notify the Contractor of the situation. In most cases the Contractor will be given one opportunity to correct the issue(s) with the existing work crew. If the issue(s) are not corrected to the satisfaction of the Contract Supervisor the City will ask the contractor to replace the crew with a new crew or in the case of a single crew member a new crew member.
- 21.14. The following general guidelines will be used to evaluate the pruning work completed by the crews. These numbers assume that the crew has done everything that the City has required and that the tree is the average tree for the City.
- c. When pruning individual trees located throughout the City they are expected to complete six to eight average size trees.
 - d. When pruning individual trees located on the same street or parcel of land they are expected to complete eight to twelve average size trees.
- 21.15. It is expected that when a crew leaves a tree after working on it that it meets the requirements of this section. If the Contract Supervisor determines that the crew failed to do all necessary work as required under these specifications he/she may require that the crew return to the location and complete the job. If a crew is required to return to complete the work the time spent doing this work will not be compensated for at the discretion of the Contract Supervisor.
- 21.16. Bees, wasps and other stinging insects: In the event that hornets, wasps, yellow jackets or other similar insects are encountered during pruning and/or removal operations, the Contractor shall be responsible for addressing this condition with its own work forces in order to facilitate the pruning and/or removal of the affected tree.

22.0 Removal and Disposal of Tree and Woody Vegetation Debris

- 22.1. The Contractor shall be responsible for the immediate removal of all debris resulting from the work at each job site. Each job site is to be left in a condition equal to that which existed prior to the execution of work order. The Contractor shall be solely responsible for disposal of ALL tree debris.

- 22.2. The City will not pay the hourly crew rate for the time it takes to travel to the dumping location, time it takes to dump and the time to return back to the job site. Exceptions may be considered during emergencies and extenuating circumstances with prior approval by the Contract Supervisor.
- 22.3. The City reserves the right to retain all debris, chips and wood from work completed on City of Newton trees at no cost to the City. The City reserves the right to use this material in any way it sees fit.
- 22.4. Wood chips and additional tree debris or tree material may be stored at a designated dump location within the City limits of Newton on a temporary space available basis as determined by the Commissioner of Public Works as further explained in this Section. The Commissioner of Public Works reserves the right to limit acceptance or deny acceptance of wood chips, tree debris and/or any tree material at the designated dump location during the life of the Contract.
- 22.5. From time to time, wood chips generated from the routine performance of this contract may be transported to the designated dump location within the City limits of Newton and will be allowed to remain at that site to be used in City operations. This applies to wood chips only and will only be allowed when the Commissioner of Public Works authorizes. All other tree debris or tree material brought to the site for storage will ultimately be removed by the Contractor as explained in this Section. Further, the Commissioner of Public Works may, at his discretion determine that the quantity of wood chips stored at the site exceeds the City's requirement and require that wood chips transported to the site for storage ultimately be removed by the Contractor as explained in this Section.
- 22.6. The Contractor shall not deliver a load of chips or other tree debris or tree material to the designated dump location within the City limits of Newton until the Contract Supervisor has secured the authorization of the Commissioner of Public Works and communicated such authorization to the Contractor. The Contract Supervisor will be responsible for arranging for a landfill attendant to be on site before a load is delivered.
- 22.7. All brush, trimmings, clippings, branches and small limbs are to be chipped in the field. All tree materials that can be chipped should be processed in this manner. The chips shall be neatly piled at the designated area at the designated dump location within the City limits of Newton as directed by the Contract Supervisor. The wood chips should not be contaminated with trash, dirt, stumps, butts, or any other unchipped material. The City reserves the right to refuse debris that does not conform to this provision.
- 22.8. The Contractor shall remove from the designated dump location within the City limits of Newton and dispose of all wood chips, tree debris and/or tree material at the Contractor's sole expense. Such removal and disposal shall be done at intervals as deemed necessary by the Commissioner of Public Works, and/or as may be determined by any outside agency having authority over the Landfill, including, but not limited to, the Massachusetts Department of Environmental Protection. The Contractor shall remove wood chips, tree debris and/or tree material from the designated dump location within the City limits of Newton within seven working days of notification from the Contract Supervisor or Commissioner of Public Works. Failure to remove wood chips, tree debris and/or tree material within seven days shall entitle the City to pay for such removal and bill the Contractor the full cost of such removal and disposal, or, at the City's option, deduct said sum from any sums due to the Contractor.
- 22.9. It will be strictly forbidden for the Contractor to dispose of any material at the designated dump location within the City limits of Newton which is found to be material other than wood chips, tree debris and/or tree material resulting from work for the City of Newton. In the event that the Contractor is found to have violated this provision, as determined by the Commissioner of Public Works, the Contractor shall be instructed to remove said debris immediately at the Contractor's sole expense and the Contractor shall be subject to liquidated damages in the amount of five hundred dollars (\$500.00) per incident.

MEASUREMENT AND PAYMENT

23.0 Measurement

- 23.1. The work of this section shall be measured by the actual unit of work for each bid item completed as authorized by the City. This includes but is not limited to tree pruning, tree removal, and other vegetation and emergency management services throughout the City of Newton.

24.0 Payment

- 24.1. Payment for work of this contract shall be made at the respective contract unit prices. No separate payment shall be made for any labor, equipment, and materials incidental to work of this contract, including but not limited to construction signs, disposal of debris, and restoration or replacement of lawns, shrubs, trees or other improvements to remain, as necessary to complete the work of this section. Quantities are given for the bid purposes only. Payment will be made on the actual quantities of work authorized by the Contract Supervisor and satisfactorily performed by the Contractor.
- 24.2. The quantities named in these specifications are given for the sole purpose as a basis for the comparison of bids. The City does not by implication or otherwise guarantee them to be even approximately correct. The contractor shall have no claim for additional compensation, or refuse to do the work called for, by reason of the actual quantities involved being greater or lesser by any amount than those called for within these specifications.
- 24.3. Billing for the work under this contract is to occur monthly unless otherwise indicated, at the City's discretion. Invoices are to be itemized based on the unit prices on the bid sheet. All invoices are to be accompanied by weekly prevailing wage certified payroll sheets.
- 24.4. Each month the Contractor is to electronically send a draft invoice to the Contract Supervisor prior to sending the actual invoice. The Contract Supervisor will review the draft and make any necessary corrections and return it back to the Contractor. At which time the Contractor is to submit the actual invoice.

25.0 Bid Items

- B.1. Primary Crew Standard Rate – Hourly tree maintenance or emergency work completed by the Primary Crew as defined in this document during Standard Hours using an Aerial Bucket Truck with chipper only.
- B.2. Primary Crew Overtime Rate – Hourly tree maintenance or emergency work completed by the Primary Crew as defined in this document during Overtime Hours using an Aerial Bucket Truck with chipper only.
- B.3. Primary Crew with Log Loader Standard Rate– Hourly tree maintenance or emergency work completed by the Primary Crew as defined in this document during Standard Hours using an Aerial Bucket Truck with chipper and Log Loader.
- B.4. Primary Crew with Log Loader Overtime Rate– Hourly tree maintenance or emergency work completed by the Primary Crew as defined in this document during Overtime Hours using an Aerial Bucket Truck with chipper and Log Loader.
- B.5. Secondary Crew Standard Rate – Hourly tree maintenance or emergency work completed by a Basic Crew as defined in this document during Standard Hours using an Aerial Bucket Truck with chipper only.
- B.6. Secondary Crew Overtime Rate – Hourly tree maintenance or emergency work completed by a Basic Crew as defined in this document during Overtime Hours using an Aerial Bucket Truck with chipper only.
- B.7. Bucket Truck Crew Standard Rate – Hourly tree maintenance or emergency work completed by a Basic Crew as defined in this document during Standard Hours using an Aerial Bucket Truck with chipper only.
- B.8. Bucket Truck Crew Overtime Rate – Hourly tree maintenance or emergency work completed by a Basic Crew as defined in this document during Overtime Hours using an Aerial Bucket Truck with chipper only.
- B.9. Log Loader Crew Standard Rate – Hourly tree maintenance or emergency work completed by the Log Loader Crew as defined in this document during Standard Hours using a Log Loader only.
- B.10. Log Loader Crew Overtime Rate – Hourly tree maintenance or emergency work completed by the Log Loader Crew as defined in this document during Overtime Hours using a Log Loader only.
- B.11. Chip Truck Crew Standard Rate – Hourly tree maintenance or emergency work completed by a Chip Truck Crew as defined in this document during Standard Hours using a Chip Truck and chipper.
- B.12. Chip Truck Crew Overtime Rate – Hourly tree maintenance or emergency work completed by a Chip Truck Crew as defined in this document during Overtime Hours using a Chip Truck and chipper.
- B.13. One-Ton Dump Truck Crew Standard Rate – Hourly tree maintenance or emergency work completed by a One-Ton Dump Truck Crew as defined in this document during Standard Hours using a One-ton Dump Truck only.

- B.14. One-Ton Dump Truck Crew Overtime Rate – Hourly tree maintenance or emergency work completed by a One-Ton Dump Truck Crew as defined in this document during Overtime Hours using a One-ton Dump Truck only.
- B.15. Supplemental Crew Member Standard Rate – Hourly tree maintenance or emergency work completed by a Supplemental Crew Member as defined in this document during Standard Hours.
- B.16. Supplemental Crew Member Overtime Rate – Hourly tree maintenance or emergency work completed by a Supplemental Crew Member as defined in this document during Overtime Hours.

END OF SECTION